



TUPELO REGULAR CITY COUNCIL MEETING

MARCH 19, 2024 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER TRAVIS BEARD

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER LYNN BRYAN

CALL TO ORDER: COUNCIL PRESIDENT TRAVIS BEARD

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

1. IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING) **BL**

ROUTINE AGENDA

2. IN THE MATTER OF MINUTES OF MARCH 5, 2024 MEETING
3. IN THE MATTER OF BILL PAY **KH**

CHAD MIMS
LYNN BRYAN
ROSIE JONES
4. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
5. IN THE MATTER OF RATIFICATION OF DEPOSITORY AGREEMENT WITH CADENCE BANK **KH**
6. IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – BALLISTIC SHIELDS AND RESPIRATOR KITS **AC**
7. IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – VAN **AC**
8. IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – LPR **AC**
9. IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – XRAY AND ATTACHMENTS **AC**
10. IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – EXTRICATION EQUIPMENT AND HIGH PRESSURE LIFTING AIR BAG SYSTEM **AC**
11. IN THE MATTER OF APPOINTMENT TO TUPELO HOUSING AUTHORITY BOARD OF COMMISSIONERS **TJ**
12. IN THE MATTER OF ACCEPTING BID #2024-008PD – 6 FORD EXPLORERS AND 1 DODGE DURANGO **JQ**
13. IN THE MATTER OF AWARD OF BID #2024-007PW – MCCULLOUGH BLVD IMPROVEMENTS **DRB**
14. IN THE MATTER OF CONTRACT APPROVAL FOR BID NO. 2023-064PW GUN CLUB RD BOX CULVERT ARPA PROJECT **CW**

- [15.](#) IN THE MATTER OF REQUEST REMOVAL OF ASSETS FOR SURPLUS AUCTION **CW**
- [16.](#) IN THE MATTER OF CVB BOARD MINUTES OF MARCH 5, 2024 **SC**
- [17.](#) IN THE MATTER OF REQUEST TO REJECT ARPA BID #2023-062CVB RFP ADVERTISING AGENCY SERVICES TOURISM INDUSTRY RECOVERY II **SC**
- [18.](#) IN THE MATTER OF REQUEST TO REJECT ARPA BID #2023-063CVB RFP PRODUCTION AGENCY SERVICES TOURISM INDUSTRY RECOVERY II **SC**
- [19.](#) IN THE MATTER OF SOLE SOURCE PROCUREMENT – MUELLER SYSTEMS **JT**
- [20.](#) IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS FOR AUCTION OR SCRAP, AS INDICATED **JT**
- [21.](#) IN THE MATTER OF AWARD OF BID # 2023-046WL FOR AN OUTAGE MANAGEMENT SYSTEM **JT**
- [22.](#) IN THE MATTER OF AN EMERGENCY PURCHASE OF THREE (3) SUBMERSIBLE SOLIDS HANDLING PUMPS **JT**
- [23.](#) IN THE MATTER OF THE APPROVAL OF A CONTRACT WITH CENTURY CONSTRUCTION GROUP, INC. FOR THE PROVISION OF DEBRIS REMOVAL SERVICES IN ACCORDANCE WITH RFP 23-055PW AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL **SR**
- [24.](#) IN THE MATTER OF THE APPROVAL OF AN ALTERNATE CONTRACT WITH ASHBRIIT INC. FOR THE PROVISION OF DEBRIS REMOVAL SERVICES IN ACCORDANCE WITH RFP 23-055PW AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL **SR**
- [25.](#) IN THE MATTER OF THE APPROVAL OF A CONTRACT WITH DEBRIS TECH FOR THE PROVISION OF DEBRIS MONITORING SERVICES IN ACCORDANCE WITH RFP 23-056PW AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL **SR**
- [26.](#) IN THE MATTER OF DECLARING AS SURPLUS REAL PROPERTY LOCATED AT 418 SOUTH SPRING STREET (GRAVLEE BUILDING) **BL**

(CLOSE REGULAR SESSION)

STUDY AGENDA

- [S1.](#) IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (TABLED AT NOVEMBER 7, 2023 MEETING) **BL**

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE November 2, 2023

SUBJECT: IN THE MATTER OF DEVELOPMENT CODE AMENDMENT –
MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING)TN

Request:

For discussion, review and approval.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE March 7, 2024

SUBJECT: IN THE MATTER OF MINUTES OF MARCH 5, 2024 MEETING

Request:

For your review and approval

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
MARCH 05, 2024

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, March 6, 2024, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Travis Beard gave the invocation, and Council Member Lynn Bryan led the pledge of allegiance.

Council President Travis Beard called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Davis moved, seconded by Council Member Palmer, to approve the agenda and agenda order, with one addition:

Add Item #22 IN THE MATTER OF APPROVAL OF CONTRACT WITH REINHOLD ELECTRIC, INC. FOR BID # 2023-066WL (JACKSON STREET – MADISON TO FRONT – UNDERGROUND ELECTRIC)

The vote was unanimous in favor.

EMPLOYEE RECOGNITION

The following were recognized for employment with the City of Tupelo:

Dennis Farris	Municipal Court	5 years
James Adam Sanford	Police Department	10 years
William Bruce	Fire Department	15 years

PUBLIC RECOGNITION

Council Member Nettie Davis asked for prayers for Joseph Metcalf and his family in the death of his mother. She congratulated the Tupelo Golden Wave girls on winning the basketball state championship.

Council Member Rosie Jones asked for prayers for the family of the 13-year-old child that died a few weeks back in a shooting.

Council Member Chad Mims offered congratulations to the Tupelo High School and Middle School show choirs in their recent wins at Madison Central. He said they will be performing/competing at the Gaylord in Nashville in the coming weekend.

Council Member Travis Beard reminded everyone of the Empty Bowls lunch tomorrow, and he reminded everyone of the time change this weekend.

MAYOR'S REMARKS

Mayor Todd Jordan gave an update on several ongoing projects including The Depot, Endville Road and the recent 3 ARPA projects.

CITIZEN HEARING

Ms. Timiko Hampton didn't show to speak to the Council.

IN THE MATTER OF MINUTES OF FEBRUARY 20, 2024 COUNCIL MEETING

Council Member Palmer moved, seconded by Council Member Bryan, to approve the minutes of the February 20, 2024, regular council meeting. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

Bills were reviewed at 4:30 p.m. by Council Members Lynn Bryan, Travis Beard, Buddy Palmer, Nettie Davis and Janet Gaston. Council Member Bryan moved, seconded by Council Member Gaston, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX A

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Bryan moved, seconded by Council Member Jones, to approve the advertising and promotional items, as follows:

ITEMS:

Various Vendors	\$800.00	Tupelo Reads event (advertising & hotel expense for speaker)
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The vote was unanimous in favor. APPENDIX B

IN THE MATTER OF NEW BANK ACCOUNT-2024 G.O. BONDS

Council Member Janet Gaston recused herself for this item of business.

Council Member Mims moved, seconded by Council Member Bryan, to approve an Order of the Governing Authorities of the City of Tupelo Authorizing the Opening of a New Account at Cadence Bank for the Placement of Proceeds from the Issuance of 2024 General Obligation Bonds. The account title will be "City of Tupelo 2024 G.O. Bond Fund". The vote was, as follows:

Council Member Mims	AYE
Council Member Bryan	AYE
Council Member Beard	AYE

Council Member Davis	AYE
Council Member Palmer	AYE
Council Member Gaston	RECUSED
Council Member Jones	AYE

APPENDIX C

Council Member Gaston rejoined the meeting.

IN THE MATTER OF APPROVAL TO SUBMIT FY23 AFG

Council Member Davis moved, seconded by Council Member Mims, to approve the submission of the FY23 Assistance to Firefighters Grant (AFG). If awarded, the \$626,000 grant would provide funds for the purchase and replacement of self-contained breathing apparatuses. The grant carries a 10% match. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF APPROVAL TO SUBMIT ARC COLONIAL ESTATES LIFT STATION REHABILITATION GRANT

Council Member Bryan moved, seconded by Council Member Mims, to approve the submission of the FY24 Appalachian Regional Commission (ARC) MS 21688 grant. This \$606,894 grant would provide funds for the Colonial Estates Lift Station Rehabilitation. The grant carries a 50% match. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN TUPELO POLICE DEPARTMENT AND US MARSHALS SERVICE TASK FORCE

Council Member Mims moved, seconded by Council Member Gaston, to renew a memorandum of understanding (MOU) with the US Marshals Service Fugitive Task Force. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF SURPLUSING PD VEHICLES FOR AUCTION

Council Member Davis moved, seconded by Council Member Jones, to approve the surplus items for auction, as follows:

2001 Dodge Ram 1500	VIN: 1B7HC16Y81S735196	Asset: W00225
2007 Ford Crown Victoria	VIN: 2FAFP71W17X149018	Asset: 12807
2013 Chevrolet Tahoe	VIN: 1GNLC2E06DR276720	Asset: 15779

These items are no longer needed by the City of Tupelo and should be auctioned. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF SURPLUSING PD VEHICLES FOR SCRAP

Council Member Bryan moved, seconded by Council Member Gaston, to approve the surplus items, as follows:

2018 Ford Explorer	VIN: 1FM5K8AR9JGA37144	Asset: AST0006785
2009 Ford Crown Victoria	VIN: 2FAHP71V79X121405	Asset: 14608
2012 Chevrolet Tahoe	VIN: 1GNLC2E01CR292516	Asset: 15451

These items are no longer needed by the City of Tupelo, cannot be auctioned and should be scrapped. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF APPROVAL OF SOLE SOURCE FOR ARIZON AIR STRUCTURE FOR INSTALL AND DISMANTLING

Council Member Gaston moved, seconded by Council Member Davis, to approve Arizon Air Structure as the sole source for the repairs, maintenance, installation and dismantling of the air structure (bubble) at City Park. Justification for the sole source purchase is outlined in APPENDIX I. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF SOLE SOURCE FOR ACCUTAB FROM MEMPHIS POOL

Council Member Gaston moved, seconded by Council Member Jones, to approve a sole source provider of Accu-Tabs to Memphis Pool Supply, who is the only authorized dealer for this area. Justification for the sole source purchase is outlined in APPENDIX J. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUNDS TO THE CITY OF TUPELO FOR FLAGS

Council Member Palmer moved, seconded by Council Member Bryan, to accept the donation of \$4,500 from the Tupelo Sports Council for the purchase of flags for the Veterans Memorial. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF APPROVAL OF ADDENDUM FOR THE AQUATIC CENTER FOR MEMBERSHIP MANAGEMENT SOFTWARE

Council Member Gaston moved, seconded by Council Member Davis, to approve the addendum to the service subscription contract between Club Automation and the City of Tupelo. This addendum will change the bill from net 14 to net 30 to comport the payment time with state law. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF BID APPROVAL 2024-003PW SUPPLY AND INSTALLATION THERMOPLASTIC TRAFFIC MARKING – 12 MONTH SUPPLY

Bids were received for bid # 2024-003PW – Supply and Installation of Thermoplastic Traffic Marking for a 12-month period. One bid was received from Riverside Traffic System Inc. Council Member Davis moved, seconded by Council Member Palmer, to find 1) advertising was properly conducted affording other bidders the opportunity to bid; 2) the single bid was commercially reasonable; and 3) to award the bid to Riverside Traffic System, Inc. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF BID 2024-004PW - (2) ½ TON PICKUP TRUCKS

Bids were received for bid # 2023-004PW – Two ½ Ton Pickup Trucks. One bid was received from Cannon Chevrolet Nissan. Council Member Bryan moved, seconded by Council Member Mims, to find 1) advertising was properly conducted affording other bidders the opportunity to bid; 2) the single bid was commercially reasonable; and 3) to award the bid to Cannon Chevrolet Nissan in the total amount of \$108,134.00. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF BID APPROVAL 2024-001PW (2) LANDSCAPE DUMP TRUCKS

Bids were received for bid # 2023-001PW – Two Landscape Dump Trucks. One bid was received from Cannon Chrysler Jeep Dodge Ram. Council Member Palmer moved, seconded by Council Member Jones, to find 1) advertising was properly conducted affording other bidders the opportunity to bid; 2) the single bid was commercially reasonable; and 3) to award the bid to Cannon Chrysler Jeep Dodge Ram in the total amount of \$159,300.00. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF JANUARY 22, 2024

Council Member Bryan moved, seconded by Council Member Gaston, to approve the minutes of the Cadence Bank Arena held on January 22, 2024. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF REAPPOINTMENT OF MR. DANNY RILEY TO THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT BOARD OF COMMISSIONERS

Council Member Palmer moved, seconded by Council Member Bryan, to confirm the reappointment of Danny Riley to the NE Mississippi Regional Water Supply District Board of Commissioners for an additional term of 5 years. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF APPOINTMENT OF MR. KENNETH GREER TO THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT BOARD OF COMMISSIONERS

Council Member Gaston moved, seconded by Council Member Mims, to confirm the appointment of Kenneth Greer to the NE Mississippi Regional Water Supply District Board of Commissioners for a term of 5 years. The vote was unanimous in favor. APPENDIX R

IN THE MATTER OF AMENDMENT TO CODE OF ORDINANCE SECTION 2-261 CONCERNING THE CITIZEN'S POLICE ADVISORY BOARD

Council Member Bryan moved, seconded by Council Member Davis, to approve the amendment to Code of Ordinance Section 2-261 concerning the Citizen's Police Advisory Board. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF DONATION OF REAL PROPERTY LOCATED AT 3304 S. GREEN STREET TO HABITAT FOR HUMANITY

Council Member Janet Gaston recused herself from the meeting.

Council Member Bryan moved, seconded by Council Member Palmer, to approve the donation of real property located at 3304 S Green Street to Habitat for Humanity. This property is no longer needed by the City of Tupelo, and statutory authority as cited in APPENDIX T authorizes the donation. The vote was as follows:

Council Member Mims	AYE
Council Member Bryan	AYE
Council Member Beard	AYE
Council Member Davis	AYE
Council Member Palmer	AYE
Council Member Gaston	RECUSED
Council Member Jones	AYE

APPENDIX T

Council Member Janet Gaston rejoined the meeting.

IN THE MATTER OF APPROVAL OF CONTRACT WITH REINHOLD ELECTRIC, INC. FOR BID #2023-066WL – JACKSON STREET (MADISON TO FRONT) UNDERGROUND ELECTRIC

Council Member Gaston moved, seconded by Council Member Jones, to approve the contract with Reinhold Electric, Inc. for bid # 2023-066WL – Jackson Street (Madison to Front) Underground Electric in the amount of \$5,455,103.70. The vote was unanimous in favor. APPENDIX U

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (MOVED TO STUDY AGENDA AT FEBRUARY 20, 2024, MEETING)

This item was moved up to the next regular Council Meeting Action Agenda.

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (MOVED TO STUDY AGENDA AT FEBRUARY 20, 2024, MEETING)

This item remained on the Study Agenda.

EXECUTIVE SESSION

Council Member Bryan moved, seconded by Council Member Gaston, to determine the need for an executive session. City Attorney Ben Logan said the session will be for economic development under Miss. Code Anno. § 25-41-7 (g) and (i) (1972 as amended). The vote was unanimous in favor.

Council Member Davis moved, seconded by Council Member Palmer, to close the regular session and enter executive session for discussion of economic development under Miss. Code Anno. § 25-41-7 (g) and (i) (1972 as amended). The vote was unanimous in favor at 6:26 p.m.

After discussion in executive session, Council Member Davis moved, seconded by Council Member Palmer, to return to the regular meeting at 6:33 p.m. The vote was unanimous in favor.

IN THE MATTER OF AGREEMENT BETWEEN THE CITY OF TUPELO, MISSISSIPPI AND THE COMMUNITY DEVELOPMENT FOUNDATION TO PROMOTE ECONOMIC DEVELOPMENT

Council Member Bryan moved, seconded by Council Member Gaston, to approve an ‘Agreement between the City of Tupelo Mississippi and the Community Development Foundation to Promote Economic Development’. The vote was unanimous in favor. APPENDIX V

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council Member Mims, to adjourn the meeting at 6:35 p.m.

This the 5th day of March, 2024.

Travis Beard, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO/City Clerk
DATE March 7, 2024
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

For your review and approval



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE March 19, 2024

SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

There are no items for approval at this time.

ITEMS:

None



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE: March 19, 2024

SUBJECT: IN THE MATTER OF RATIFICATION OF DEPOSITORY AGREEMENT
WITH CADENCE BANK **KH**

Request:

The Council approved Cadence Bank as the Municipal Depository for the City's Demand Deposits at the Council meeting of January 16, 2024. The Council also approved a resolution to give authority to the Mayor and Chief Financial Officer to enter into a depository agreement with City depositories at the same meeting. The depository agreement with Cadence Bank effective 2-1-2024 through 1-31-26 is now being presented for ratification.

ITEMS:

Depository Agreement

DEPOSITORY AGREEMENT

This Depository Agreement (“the Agreement”) is made and entered into as of this the 1st day of February, 2024, by and between the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi (“the City”) and **CADENCE BANK**, a financial institution organized and existing under the laws of the State of Mississippi (“Cadence”).

WHEREAS, the City has decided to place public fund deposits with one or more qualified financial institutions in order to maximize efficiency and economy and to further achieve its financial goals; and

WHEREAS, the City solicited bids from qualified financial institutions to serve as public funds, depositories, as provided by Sections 27-105-1 through 27-105-371 (the “Act”) of the Mississippi Code of 1972 as amended, for the designation of a depository for a certain duration; and

WHEREAS, based on the identity of the bids received, the City elected to submit the selection of its municipal depository to the State Treasurer pursuant to §27-105-305, and the State Treasurer found that Cadence complies with the Mississippi statutory requirements under Sections 27-105-303 et seq. for qualification as a public fund depository; and

WHEREAS, Cadence submitted its bid proposal to be a public fund depository for the City on which copy of said proposal is attached as Exhibit A; and

WHEREAS, Cadence has been selected by the State Treasurer as the primary depository bank of public funds and financial institution for all of the City’s demand deposit accounts and by review and determination dated January 9, 2024 and effective as of February 1, 2024 (the “Effective Date”), which copy of said determination and selection is attached as Exhibit B (the “State Treasurer Selection”); and

WHEREAS, the City acknowledged such selection and spread upon its minutes by resolution dated January 23, 2024, attached hereto as Exhibit C (the “Resolution of Acknowledgment”); and

WHEREAS, all parties to this Agreement intend to fully comply with the applicable federal, state and local laws and/or ordinances relating to Cadence functioning as a legal depository of public funds.

NOW, THEREFORE, in consideration of the terms, conditions and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Cadence hereby agree as follows:

Article 1. *Service.* As selected by the State Treasurer and acknowledged by the City, Cadence agrees to serve as primary depository bank as defined by the Act and to serve as primary financial institution as provided herein. The primary depository bank and financial institution shall maintain the City's demand deposit accounts, provide usual and customary account services, and assist the City in its dealings with other depository banks if any. The City, in its discretion shall place public funds in demand deposit accounts with Cadence. The Mayor and City Clerk shall from time to time designate which employees of the City shall have authority to transact on the City's demand deposit accounts with Cadence (being any and all accounts now or hereafter maintained under tax identification numbers of the City of Tupelo Water and Light Department, or of the Tupelo Coliseum Commission) and to enter into operating, cash management, funds transfer, night depository, safe deposit box, and agreements for other such usual and customary services. For the City's internal control purposes, each such transaction shall require the signatures (whether original or facsimile) of at least two (2) such employees and in the case of transactions on any account now or hereafter maintained under tax identification numbers of the City or of the Tupelo Water and Light Department, at least one (1) of which shall be the Mayor or the City Clerk and in the case of transactions on any account now or hereafter maintained under the tax identification number of the Tupelo Coliseum Commission, at least one (1) of which shall be the Coliseum Director or the City Clerk. Cadence further agrees to assist the City by serving as the depository for all of the City's demand deposit accounts in accordance with the terms of the Resolution and this Agreement. Notwithstanding the foregoing, Cadence does not assume and expressly disclaims any duty to enforce or monitor the multiple signature requirement required for the City's internal control purposes. The City reserves the right to invest all other public funds on a competitive basis to any qualified depositories.

Article 2. *Interest Rate.* The interest rate to be paid on all accounts shall be a variable rate equal to the Fed Funds Target less 50 basis points with a floor of 0.05%.

Article 3. *Term.* Notwithstanding anything in this Agreement to the contrary, the term of the Agreement is for twenty-four (24) months from the Effective Date unless otherwise specified by law.

Article 4. *Continuing Obligations.* Cadence has a continuing obligation to qualify as a public funds depository in accordance with Section 27-105-303 et seq. of the Act.

Article 5. *FDIC.* Cadence's accounts at all times must be insured by the Federal Deposit Insurance Corporation to the extent required by law.

Article 6. *Capital to Total Assets Ratio.* As a financial institution that has been in existence for more than three (3) years and is qualified as a public fund depository and public funds guaranty pool member under Section 27-105-5 and 27-105-315 of the Act, Cadence must have a primary capital to total assets ratio of five and one-half percent (5 ½%) or more as certified by the

Mississippi State Treasurer and in accordance with Sections 27-105-5 and 27-105-315 of the Act.

Article 7. *Security.* (A) Cadence shall provide as security for its deposits only, those bonds, notes and other obligations permitted by Sections 27-105-5 and 27-105-315 of the Act. (B) In the alternative, Cadence shall be a participating member of the Mississippi Guaranteed Pooling Program administered by the Mississippi State Treasurer's office.

Article 8. *Service Charges.* Cadence will impose a flat fee of \$500 for service charges exclusive of merchant fees in connection with the City's deposits into any of its accounts. No fee will be charged for any returned items or overdrafts to its deposit accounts. Cadence will not charge interest on overdrafts nor will it charge any fee for issuing cashier's checks. Cadence will not impose any charges on (i) incoming or outgoing wire transfers, (ii) stop payments, (iii) depository bags and locks, (iv) multiple account statements, (v) cash management fees, (vi) check orders or (vii) safekeeping of the securities.

Article 9. *Compliance.* Cadence agrees to comply with all federal, state, and local laws and/or ordinances relating to the functioning as a legal depository of public funds. The parties recognize that changes in the federal, state and local laws and ordinances may occur after the Effective Date of this Agreement; however, the parties agree that Cadence has a continuing obligation to comply with all federal, state and local laws relating to the functioning as a legal depository of public funds upon any subsequent amendments to the aforementioned laws. Notwithstanding anything in this Agreement to the contrary, Cadence agrees to comply at all times with the Act.

Article 10. *Notice Upon Subsequent Changes.* Cadence shall notify the City in writing, within five (5) business days of any change in the ownership of Cadence or the placement of Cadence into bankruptcy, conservatorship or receivership, whether voluntary or involuntary, during the effective dates of this Agreement.

Article 11. *Termination.* The parties may terminate this Agreement upon thirty (30) days prior written notice to the other party only upon an Event of Default as defined in Article 14 below and only after the party in default has been given thirty (30) days in which to cure the default.

Article 12. *Continuous Record.* Cadence agrees to make this Agreement an official and continuous record of Cadence.

Article 13. *Reservation.* The City reserves the right to reduce, increase or vary the amount of public funds on deposit in its sole discretion. The city reserves the right, but is not obligated to invest other public funds on a competitive basis with one or more qualified depositories subject to the approval by the City.

Article 14. *Event of Default.* The occurrence of any one or more of the following shall be deemed to be an Event of Default under this Agreement:

Article 14.1. The City shall fail to perform or comply with any term, provision or covenant of this Agreement, and such failure is not cured within thirty (30) days after written notice is given to the City.

Article 14.2. Cadence shall fail to perform or comply with any term, provision or covenant of this agreement, and such failure is not cured within thirty (30) days after written notice is given to Cadence.

Article 15. *Remedies.*

Article 15.1. Upon the occurrence of an Event of Default by the City which is not cured within the specified time period in Article 14.1 above, Cadence may (i) terminate this Agreement and (ii) exercise each and every remedy otherwise available at law or in equity. Any failure to exercise any such option should not constitute a waiver of the right to exercise the same at any other time.

Article 15.2. Upon the occurrence of an event of Default by Cadence which is not cured within the specified time period in Article 14.2. above, the City may (i) terminate this Agreement and (ii) exercise each and every remedy otherwise available at law or in equity. Any failure to exercise any such option should not constitute a waiver of the right to exercise the same at any other time.

Article 16. *Notices.* All notice, consent or other communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been duly and properly given or served for any purpose only if delivered personally with receipt acknowledged or sent by registered or certified mail, return receipt requested, postage and charges prepaid, or sent by a nationally reputable courier or service with all costs prepaid, and addressed to the other party at the address listed below.

Notices shall be to:

To the City: City of Tupelo, Mississippi
Attn: Honorable Todd Jordan
City Clerk/CFO Kim Hanna
Post Office Box 1485
Tupelo, MS 38802

To Cadence: Cadence Bank
Attn: Leighton Gibens
201 South Spring Street
Tupelo, MS 38804

With Copies to: Chief Legal Officer
201 South Spring Street
Tupelo, MS 38804

Article 17. *Miscellaneous.*

Article 17.1. Time is of the essence of the parties' obligation hereunder.

Article 17.2. This instrument incorporates the entire agreement among the parties hereto, regardless of anything to the contrary contained in any other instrument or notice purporting to summarize the terms hereof, whether or not the same shall be recorded or published.

Article 17.3. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Each party specifically consents to the execution of this Agreement by facsimile.

Article 17.4. This Agreement may be modified or amended upon the written consent of the City and Cadence. Upon the effectiveness of any modifications or amendment hereto, the parties shall be bound by the terms and provisions thereof.

Article 17.5. Unless the context otherwise requires, when used herein, the singular includes the plural and vice-versa and the masculine includes the feminine and neuter and vice-versa. A person deemed to include a person, firm, corporation or other entity.

Article 17.6. This Agreement is binding upon and inures to the benefit of the parties hereto, their legal representatives, successors and assigns.

Article 17.7. Captions are inserted for convenience only and shall not be given any legal effect.

Article 17.8. This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi, including, but not limited to, the State's statutes of limitations.

Article 17.9. No delay or failure by either party to exercise any right under this Agreement, and no partial or singular exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

CITY OF TUPELO, MISSISSIPPI

CADENCE BANK

By: 

Todd Jordan, its mayor

By: 

Its: _____

ATTEST:



Kim Hanna, CFO/ City Clerk



AGENDA REQUEST

TO: Mayor and City Council
FROM: Abby Christian, Grant Administrator
DATE 19 March 2024
SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – BALLISTIC SHIELDS AND RESPIRATOR KITS AC

Request: Seeking request to submit a Homeland Security grant for ballistic shields and respirator kits in the amount of \$78,955.00.

Agency: Mississippi Department of Homeland Security

Grant: FY'24 Homeland Security Grant Program

Grant #: TBD

Match: There is no match.

Submission Deadline: 01 April 2024

Overview: The Tupelo Police Department will use funding allocated under this grant for the purchase of:

(5) Point Blank Vanguard Level 3 Ballistic Shields at \$54,995.00

(40) Avon FM50 Air Purifying Respirator Pro Kits at \$23,960.00



AGENDA REQUEST

TO: Mayor and City Council
FROM: Abby Christian, Grant Administrator
DATE 19 March 2024
SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – VAN AC

Request: Seeking request to submit a Homeland Security grant for a van in the amount of \$70,000.00.

Agency: Mississippi Department of Homeland Security

Grant: FY'24 Homeland Security Grant Program

Grant #: TBD

Match: There is no match.

Submission Deadline: 01 April 2024

Overview: The Tupelo Police Department will use funding allocated under this grant for the purchase of:

(1) 2024 Ford Passenger Van XLT at \$70,000.00



AGENDA REQUEST

TO: Mayor and City Council
FROM: Abby Christian, Grant Administrator
DATE 19 March 2024
SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – LPR AC

Request: Seeking request to submit a Homeland Security grant for LPRs in the amount of \$76,485.00.

Agency: Mississippi Department of Homeland Security

Grant: FY'24 Homeland Security Grant Program

Grant #: TBD

Match: There is no match.

Submission Deadline: 01 April 2023

Overview: The Tupelo Police Department will use funding allocated under this grant for the purchase of:

(9-12) Insight License Plate Readers @ \$74,485.00



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 19 March 2024

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – XRAY AND ATTACHMENTS AC

Request: Seeking request to submit a Homeland Security grant for EOD in the amount of \$92,450.00.

Agency: Mississippi Department of Homeland Security

Grant: FY'24 Homeland Security Grant Program

Grant #: TBD

Match: There is no match.

Submission Deadline: 01 April 2024

Overview: The Tupelo Police Department EOD will use funding allocated under this grant for the purchase of:

- (1) Rover III Xray System @ \$73,950.00
- (1) Second Tablet Bright S Kit @ \$5,950.00
- (1) Robot C Arm Kit for Xray @ \$2,950.00
- (1) Golden Xray Source Including Shipping @ \$7,100.00
- (1) One day equipment training @ \$2,500.00



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 19 March 2024

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – EXTRICATION EQUIPMENT AND HIGH PRESSURE LIFTING AIR BAG SYSTEM AC

Request: Seeking request to submit a Homeland Security grant for extrication equipment and high-pressure lifting air bag system in the amount of \$70,000.00.

Agency: Mississippi Department of Homeland Security

Grant: FY'24 Homeland Security Grant Program

Grant #: TBD

Match: There is no match.

Submission Deadline: 01 April 2024

Overview: The Tupelo Fire Department will use funding allocated under this grant for the purchase of:

- (1) Set of extrication equipment (spreader, cutter, telescopic ram and ram extension, batteries, battery chargers, cross ram support) @ \$40,000.00
- (1) Set of Vetter High-Pressure Lifting Air Bag System (8 high pressure lifting air bags, hoses, regulators, adapters, storage cases) @\$30,000.00



AGENDA REQUEST

TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE March 7, 2024

SUBJECT: IN THE MATTER OF APPOINTMENT TO TUPELO HOUSING AUTHORITY
BOARD OF COMMISSIONERS **TJ**

Request:

Please confirm the appointment of Hannah Maharrey to the Tupelo Housing Authority Board of Commissioners. This appointment will expire January 2026 and completes the term of George Taylor.

Hannah Maharrey

Bio

Hannah Maharrey is the Executive Director of Good Samaritan Health Services - a nonprofit healthcare provider that aims to serve the working uninsured and temporarily unemployed individuals in Tupelo, Lee County, Mississippi. Previously, she served as the Director of the Mississippi Balance of State Continuum of Care, which is a HUD-funded statewide homeless response network covering 71 rural counties. Hannah is also the chairperson of the City of Tupelo Homeless Task Force, a board member of the Hunger Coalition of North Mississippi, and the Lee County Emergency Food and Shelter Board. She holds a Master's degree in Public Administration from the University of New Orleans and has served in the United States Peace Corps in Mongolia. Her passion lies in advocacy and outreach for vulnerable populations, and she is involved in addressing housing, healthcare, food insecurity, education, and employment issues.



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE March 13, 2024

SUBJECT: IN THE MATTER OF ACCEPTING BID #2024-008PD – 6 FORD
EXPLORERS AND 1 DODGE DURANGO **JQ**

Request:

Please accept this letter of request to accept the bid received from Cannon Motors for Bid #2024-008PD – 6 Ford Explorers and 1 Dodge Durango in the amount of \$336,505.52. The remaining 2 bids received did not meet the requirements as stated in the bid documents.

This bid has been reviewed by Legal.



City of Tupelo
Seven (7) Police SUVs
Reverse Auction Bid Tabulation

Reverse Auction Start Date / Time	Mar 07, 2024 10:00 AM US/Central
Reverse Auction End Date / Time	Mar 07, 2024 10:30 AM US/Central

Six (6) Police Pursuit Ford Explorers

Company	Unit Price	Qty	Total Price	Time	Delivery Lead Time
Cannon Motors	\$ 49,244.00	6	\$ 295,464.00	10:01:42 AM	10 days

One (1) Police Pursuit Dodge Durango

Company	Unit Price	Qty	Total Price	Time	Delivery Lead Time
Cannon Motors	\$ 41,041.52	1	\$ 41,041.52	10:01:42 AM	10 days



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE: March 14, 2024

SUBJECT: IN THE MATTER OF AWARD OF BID #2024-007PW – MCCULLOUGH BLVD IMPROVEMENTS **DRB**

Request:

Bids were received for the McCullough Blvd Improvements, as follows:

Phillips Contracting Co., Inc.	\$387,039.00
JM Duncan, Inc.	\$397,002.60
Cook & Son Construction LLC	\$424,669.79
Simmons Erosion Control	\$462,090.86

Please approve the lowest bid of Phillips Contracting Company, Inc. in the amount of \$387,039.00.

March 12, 2024

T22-670

City of Tupelo
71 East Troy Street
Tupelo, MS 38804
Attention: Dennis Bonds

RE: MCCULLOUGH BOULEVARD IMPROVEMENTS

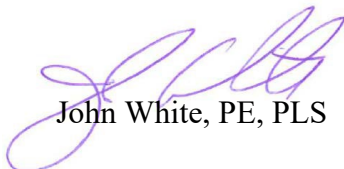
Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the Bid Tabulation is enclosed.

You will note that Phillips Contracting Company, Inc. of Columbus, MS, submitted the lowest bid in the amount of \$387,039.00.

The Engineers estimate was \$546,789.70. Based on these prices we recommend awarding the contract to the low bidder.

Those in attendance at the bid opening were:

John White	Engineering Solutions, Inc.
Brady Thompson	Cook & Son, LLC
Allen Tatum	Phillips Contracting Co., Inc
Tom Garrett	B&B Concrete
Randle Boyd	J.M. Duncan
Blake McCullough	B&B Concrete
Stephen Reed	City of Tupelo
Ben Logan	City of Tupelo
Traci Dillard	City of Tupelo
Don Lewis	City of Tupelo



John White, PE, PLS

Minute Entry Sign Up Sheet

Date: 3/8/2024Time: 10:00Bid # 2024-007PWDepartment: P WProject: McCullough Blvd Improvements

Attendance

Company

John WhiteESIBrady ThompsonCook and Son, LLCAllen TatumPhillips ContractingTom GarrettB+B ConcreteRandle BoydJM DuncanBilly McCulloughB+B concreteStephen R. RuffCOTDon LewisCOTBen LoganCOT

2024-007PW

McCullough Blvd Improvements

[illegible]

**McCULLOUGH BOULEVARD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-007PW)

(Revised 03-05-2024)

Proposal of Phillips Contracting Co., Inc. (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Mississippi, doing business as Corporation.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for McCULLOUGH BOULEVARD IMPROVEMENTS within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 150 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$750 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

1 - 3/5/24

*Insert "a corporation", "a partnership", or "an individual" as applicable

**McCULLOUGH BOULEVARD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-007PW)

(Revised 03-05-2024)

The BIDDER agrees to perform all WORK for the construction of McCULLOUGH BOULEVARD IMPROVEMENTS as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – McCULLOUGH BOULEVARD IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	<u>Twelve Thousand</u> <u>dollars and no cents</u> <u>12,000.00</u>	\$ <u>12,000.00</u>
2.	Removal of Concrete Pavement	1022 S.Y.	<u>eighteen dollars and</u> <u>Ten cents</u> <u>18.10</u>	\$ <u>18,498.20</u>
3.	Removal of Asphalt Pavement	318 S.Y.	<u>eighteen dollars and</u> <u>Ten cents</u> <u>18.10</u>	\$ <u>5,755.80</u>
4.	Cold Milling of Bituminous Pavement, All Depths	3,350 S.Y.	<u>five dollars and</u> <u>no cents</u> <u>5.00</u>	\$ <u>16,750.00</u>
5.	Removal of Curb and Gutter	970 L.F.	<u>Twenty dollars</u> <u>and no cents</u> <u>20.00</u>	\$ <u>19,400.00</u>
6.	Removal of Trees	2 Each	<u>one hundred dollars</u> <u>and no cents</u> <u>100.00</u>	\$ <u>200.00</u>
7.	Removal of Sign	1 Each	<u>one hundred Twenty five</u> <u>dollars and no cents</u> <u>125.00</u>	\$ <u>125.00</u>
8.	Granular Material (Crushed Stone)	200 C.Y.	<u>one hundred forty five</u> <u>dollars and no cents</u> <u>145.00</u>	\$ <u>29,000.00</u>
9.	Geotextile Fabric	100 S.Y.	<u>Ten dollars and</u> <u>no cents</u> <u>10.00</u>	\$ <u>1,000.00</u>

10.	Hot Mix Asphalt, MT (9.5 mm)	445 TON	<u>Two hundred Thirteen dollars and no cents</u> <u>213.00</u>	\$ <u>94,785.00</u>
11.	Select Borrow (PM)	250 C.Y.	<u>Forty one dollars and no cents</u> <u>41.00</u>	\$ <u>10,250.00</u>
12.	Curb Repair	380 L.F.	<u>forty eight dollars and Seventy five cents</u> <u>48.75</u>	\$ <u>18,525.00</u>
13.	Integral Curb	575 L.F.	<u>Twenty two dollars and fifty cents</u> <u>22.50</u>	\$ <u>12,937.50</u>
14.	Combination Curb & Gutter	60 L.F.	<u>Fifty Six dollars and fifty cents</u> <u>56.50</u>	\$ <u>3,390.00</u>
15.	Slotted Curb	140 L.F.	<u>Forty Seven dollars and no cents</u> <u>47.00</u>	\$ <u>6,580.00</u>
16.	Reinforced Concrete Pavement	290 S.Y.	<u>one hundred Twenty Six dollars and no cents</u> <u>126.00</u>	\$ <u>36,540.00</u>
17.	Island Pavement	55 S.Y.	<u>one hundred forty dollars and no cents</u> <u>140.00</u>	\$ <u>7,700.00</u>
18.	Permanent Erosion Control	1 L.S.	<u>Twelve Thousand dollars and no cents</u> <u>12,000.00</u>	\$ <u>12,000.00</u>
19.	Adjustment of Utility Appurtenances	1 EA.	<u>Five hundred dollars and no cents</u> <u>500.00</u>	\$ <u>500.00</u>
20.	Temporary Traffic Stripe, Skip White	400 L.F.	<u>no dollars and Sixty cents</u> <u>0.60</u>	\$ <u>240.00</u>
21.	Temporary Traffic Stripe, Detail Yellow	2,760 L.F.	<u>no dollars and Sixty cents</u> <u>0.60</u>	\$ <u>1,656.00</u>
22.	Temporary Traffic Stripe, Detail White	7,828 L.F.	<u>no dollars and Sixty cents</u> <u>0.60</u>	\$ <u>4,696.80</u>
23.	Temporary Legend White,	730 S.F.	<u>Two dollars and forty cents</u> <u>2.40</u> BH	\$ <u>1,752.00</u>

24.	6" Thermoplastic Traffic Stripe, 200 L.F. Skip White	<u>one dollar and</u> <u>eighty cents</u> <u>1.80</u>	\$ <u>360.00</u>
25.	6" Thermoplastic Traffic Stripe, 1,380 L.F. Detail Yellow	<u>Three dollars and</u> <u>fifty five cents</u> <u>3.55</u>	\$ <u>4,899.00</u>
26.	6" Thermoplastic Traffic Stripe, 3,914 L.F. Detail White	<u>Three dollars and</u> <u>fifty five cents</u> <u>3.55</u>	\$ <u>13,894.70</u>
27.	Thermoplastic Legend, White 515 S.F.	<u>Two dollars and</u> <u>forty cents</u> <u>2.40</u>	\$ <u>1,236.00</u>
28.	Traffic Signs 4 EA.	<u>Three hundred dollars</u> <u>and no cents</u> <u>300.00</u>	\$ <u>1,200.00</u>
29.	Maintenance of Traffic 1 L.S.	<u>Ten thousand dollars</u> <u>and no cents</u> <u>10,000.00</u>	\$ <u>10,000.00</u>
30.	Additional Construction Signs 1 Each	<u>Twelve dollars and</u> <u>no cents</u> <u>12.00</u>	\$ <u>12.00</u>
31.	Standard Roadside Construction Signs 12 Each	<u>Three hundred dollars</u> <u>and no cents</u> <u>300.00</u>	\$ <u>3,600.00</u>
32.	Barricades, Type III 72 L.F. Double Faced	<u>Thirty five dollars</u> <u>and fifty cents</u> <u>35.50</u>	\$ <u>2,556.00</u>
33.	Mobilization 1 L.S.	<u>Thirty five thousand</u> <u>dollars and no cents</u> <u>35,000.00</u>	\$ <u>35,000.00</u>

TOTAL OF BID ITEMS (1-33) \$ 387,039.00

\$ Three hundred eighty seven thousand thirty nine dollars and no cents
(TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Phillips Contracting Co., Inc.Signature Title PresidentAddress P.O. Box 7530Columbus, MS 39705Attest: 

SEAL (if Bid is by a Corporation)

McCULLOUGH BOULEVARD IMPROVEMENTS CITY OF TUPELO, MISSISSIPPI

BID BOND

Know all men by these presents, that we, the undersigned, Phillips Contracting Co., Inc., as Principal, and Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of Five Percent (5%) of amount of bid---- for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 8th day of March, 20 24.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

McCULLOUGH BOULEVARD IMPROVEMENTS

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Phillips Contracting Co., Inc
By: [Signature] (L.S.)
(Principal)

Fidelity and Deposit Company of Maryland
(Surety)

By: [Signature]
Peggy L. Jackson, Attorney-in-Fact
Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Taylor LEGGETT, Amanda Jean CHARFAUROS, Jerry Eugene HORNER JR., Jason J. YOUNG, Trina COBB, Peggy L. JACKSON, Stephen Wesley PRICE JR.,** all of Jackson, Mississippi, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of October, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

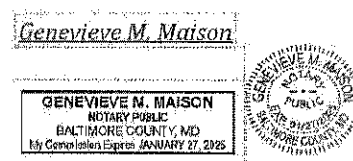
By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 6th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 8th day of March, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: March 05, 2024

NAME OF PROJECT: **MCCULLOUGH BOULEVARD IMPROVEMENTS**

OWNER: City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

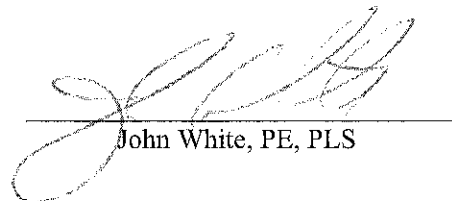
1. BID PROPOSAL

- The attached Bid Proposal, dated 03/05/2024, shall replace and supersede the previous Bid Proposal, which was included in the Contract Documents. The proposal has been amended to reflect correction of quantities for pay items 8, 27, and 28.

2. CONSTRUCTION PLANS

- Replace Plan Sheet 3 (Q1 – Recapitulation of Quantities) with the attached Plan Sheet 3 (Q1 – Recapitulation of Quantities) dated 03/05/2024. This sheet has been amended to corrected quantities for pay items 8, 27, and 28. Notes have also been added to clarify scope of work included in pay items 2, 12 and 18.
- Replace Plan Sheet 15 (Q2 – Recapitulation of Quantities) with the attached Plan Sheet 15 (P-7) dated 03/05/2024. This sheet has been amended to reflect corrected legend and hatching for work to be performed. Area previously shown as surface treatment is to be mill and overlay section.
- Replace Plan Sheet 26 (PM-5) with the attached Plan Sheet 26 (PM-5) dated 03-05-2024. This sheet has been amended to show required traffic sign types and location as well as additional thermoplastic Legend.
- Replace Plan Sheet 28 (PM-7) with the attached Plan Sheet 28 (PM-7) dated 03-05-2024. This sheet has been amended to show required traffic sign types and location as well as additional thermoplastic Legend.

Engineering Solutions, Inc.



John White, PE, PLS

Proposal To:

City of Tupelo, Mississippi
Tupelo City Hall – 1st Floor Purchasing Office
71 East Troy Street
Tupelo, MS 38804
Attn: Traci Dillard

Bid For:

MCCULLOUGH BOULEVARD IMPROVEMENTS

Project No.:

2024-007PW

Proposal From:

J.M. Duncan INC.

PO Box 1355

Ripley, MS 38663

C.O.R. #:

16029-MC

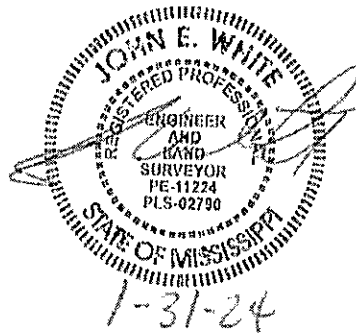
Proposal Date:

March 8th, 2024 @ 10:00 AM

ESI PROJECT NO.:
T22-070

DATE
January 2024

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
McCULLOUGH BOULEVARD IMPROVEMENTS
FOR THE
CITY OF TUPELO, MISSISSIPPI
(BID # 2024-007PW)



CONTRACT ADDENDUMContract Addendum No.: OneAddendum Date: March 05, 2024NAME OF PROJECT: **MCCULLOUGH BOULEVARD IMPROVEMENTS**

OWNER: City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

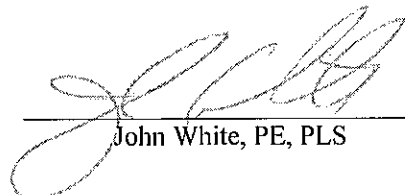

1. BID PROPOSAL

- The attached Bid Proposal, dated 03/05/2024, shall replace and supersede the previous Bid Proposal, which was included in the Contract Documents. The proposal has been amended to reflect correction of quantities for pay items 8, 27, and 28.

2. CONSTRUCTION PLANS

- Replace Plan Sheet 3 (Q1 – Recapitulation of Quantities) with the attached Plan Sheet 3 (Q1 – Recapitulation of Quantities) dated 03/05/2024. This sheet has been amended to corrected quantities for pay items 8, 27, and 28. Notes have also been added to clarify scope of work included in pay items 2, 12 and 18.
- Replace Plan Sheet 15 (Q2 – Recapitulation of Quantities) with the attached Plan Sheet 15 (P-7) dated 03/05/2024. This sheet has been amended to reflect corrected legend and hatching for work to be performed. Area previously shown as surface treatment is to be mill and overlay section.
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- Replace Plan Sheet 28 (PM-7) with the attached Plan Sheet 28 (PM-7) dated 03-05-2024. This sheet has been amended to show required traffic sign types and location as well as additional thermoplastic Legend.

Engineering Solutions, Inc.


John White, PE, PLS
J. M. Duncan Inc.

**McCULLOUGH BOULEVARD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID BOND

Know all men by these presents, that we, the undersigned, J. M. Duncan, Inc.,
as Principal, and Western Surety Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five percent of amount bid (5%) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 8th day of March, 20 24.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

McCULLOUGH BOULEVARD IMPROVEMENTS

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

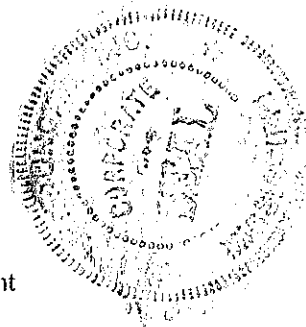
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By J. M. Duncan, Inc. (L.S.)
(Principal)

Western Surety Company
(Surety)

By: Cooper W. Permenter
Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent



IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

McCULLOUGH BOULEVARD IMPROVEMENTS **CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-007PW)

(Revised 03-05-2024)

The BIDDER agrees to perform all WORK for the construction of McCULLOUGH BOULEVARD IMPROVEMENTS as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – McCULLOUGH BOULEVARD IMPROVEMENTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1.	Clearing & Grubbing	1 L.S.	<u>29,300.⁰⁰</u> <u>Twenty Nine Thousand</u> <u>Three Hundred Dollars</u>	\$ <u>29,300.⁰⁰</u>
2.	Removal of Concrete Pavement	1022 S.Y.	<u>16.⁵⁰</u> <u>Sixteen Dollars</u> <u>and Fifty Cents</u>	\$ <u>16,863.⁰⁰</u>
3.	Removal of Asphalt Pavement	318 S.Y.	<u>20.⁰⁰</u> <u>Twenty Dollars</u>	\$ <u>6,360.⁰⁰</u>
4.	Cold Milling of Bituminous Pavement, All Depths	3,350 S.Y.	<u>5.⁰⁰</u> <u>Five Dollars</u>	\$ <u>16,750.⁰⁰</u>
5.	Removal of Curb and Gutter	970 L.F.	<u>20.⁰⁰</u> <u>Twenty Dollars</u>	\$ <u>19,400.⁰⁰</u>
6.	Removal of Trees	2 Each	<u>500.⁰⁰</u> <u>Five Hundred</u> <u>Dollars</u>	\$ <u>1,000.⁰⁰</u>
7.	Removal of Sign	1 Each	<u>250.⁰⁰</u> <u>Two Hundred</u> <u>Fifty Dollars</u>	\$ <u>250.⁰⁰</u>
8.	Granular Material (Crushed Stone)	200 C.Y.	<u>150.⁰⁰</u> <u>One Hundred</u> <u>Fifty Dollars</u>	\$ <u>30,000.⁰⁰</u>
9.	Geotextile Fabric	100 S.Y.	<u>5.⁰⁰</u> <u>Five Dollars</u>	\$ <u>500.⁰⁰</u>

10.	Hot Mix Asphalt, MT (9.5 mm)	445 TON	<u>203.⁰⁰</u> <u>Two Hundred</u> <u>Three Dollars</u>	\$ <u>90,335.⁰⁰</u>
11.	Select Borrow (PM)	250 C.Y.	<u>27.⁰⁰</u> <u>Twenty Seven</u> <u>Dollars</u>	\$ <u>6,750.⁰⁰</u>
12.	Curb Repair	380 L.F.	<u>75.⁰⁰</u> <u>Seventy Five</u> <u>Dollars</u>	\$ <u>28,500.⁰⁰</u>
13.	Integral Curb	575 L.F.	<u>50.⁰⁰</u> <u>Fifty Dollars</u>	\$ <u>28,750.⁰⁰</u>
14.	Combination Curb & Gutter	60 L.F.	<u>60.⁰⁰</u> <u>Sixty Dollars</u>	\$ <u>3,600.⁰⁰</u>
15.	Slotted Curb	140 L.F.	<u>75.⁰⁰</u> <u>Seventy Five</u> <u>Dollars</u>	\$ <u>10,500.⁰⁰</u>
16.	Reinforced Concrete Pavement	290 S.Y.	<u>70.⁰⁰</u> <u>Seventy Dollars</u>	\$ <u>20,300.⁰⁰</u>
17.	Island Pavement	55 S.Y.	<u>95.⁰⁰</u> <u>Ninety Five</u> <u>Dollars</u>	\$ <u>5,225.⁰⁰</u>
18.	Permanent Erosion Control	1 L.S.	<u>2,500.⁰⁰</u> <u>Two Thousand</u> <u>Five Hundred Dollars</u>	\$ <u>2,500.⁰⁰</u>
19.	Adjustment of Utility Appurtenances	1 EA.	<u>750.⁰⁰</u> <u>Seven Hundred</u> <u>Fifty Dollars</u>	\$ <u>750.⁰⁰</u>
20.	Temporary Traffic Stripe, Skip White	400 L.F.	<u>0.55</u> <u>Fifty Five Cents</u>	\$ <u>220.⁰⁰</u>
21.	Temporary Traffic Stripe, Detail Yellow	2,760 L.F.	<u>0.55</u> <u>Fifty Five Cents</u>	\$ <u>1,518.⁰⁰</u>
22.	Temporary Traffic Stripe, Detail White	7,828 L.F.	<u>0.55</u> <u>Fifty Five Cents</u>	\$ <u>4,305.⁴⁰</u>
23.	Temporary Legend White,	730 S.F.	<u>2.²⁰</u> <u>Two Dollars and</u> <u>Twenty Cents</u>	\$ <u>1,606.⁰⁰</u>

24.	6" Thermoplastic Traffic Stripe, 200 L.F. Skip White	<u>1.65</u> <u>One Dollar and</u> <u>Sixty Five Cents</u>	\$ <u>330.00</u>
25.	6" Thermoplastic Traffic Stripe, 1,380 L.F. Detail Yellow	<u>3.30</u> <u>Three Dollars and</u> <u>Thirty Cents</u>	\$ <u>4,554.00</u>
26.	6" Thermoplastic Traffic Stripe, 3,914 L.F. Detail White	<u>3.30</u> <u>Three Dollars and</u> <u>Thirty Cents</u>	\$ <u>12,916.20</u>
27.	Thermoplastic Legend, White 515 S.F.	<u>2.20</u> <u>Two Dollars and</u> <u>Twenty Cents</u>	\$ <u>1,133.00</u>
28.	Traffic Signs 4 EA.	<u>275.00</u> <u>Two Hundred</u> <u>Seventy Five Dollars</u>	\$ <u>1,100.00</u>
29.	Maintenance of Traffic 1 L.S.	<u>20,000.00</u> <u>Twenty Thousand</u> <u>Dollars</u>	\$ <u>20,000.00</u>
30.	Additional Construction Signs 1 Each	<u>11.00</u> <u>Eleven Dollars</u>	\$ <u>11.00</u>
31.	Standard Roadside Construction Signs 12 Each	<u>275.00</u> <u>Two Hundred</u> <u>Seventy Five Dollars</u>	\$ <u>3,300.00</u>
32.	Barricades, Type III 72 L.F. Double Faced	<u>33.00</u> <u>Thirty Three</u> <u>Dollars</u>	\$ <u>2,376.00</u>
33.	Mobilization 1 L.S.	<u>26,000.00</u> <u>Twenty Six</u> <u>Thousand Dollars</u>	\$ <u>26,000.00</u>

TOTAL OF BID ITEMS (1-33) \$ 397,002.60

\$ Three Hundred Ninety Seven Thousand, Two Dollars and Sixty Cents
(TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company J.M. Duncan Inc.
Signature MATT DUNCAN
Title PRESIDENT
Address P.O. Box 1355
Ripley, MS 38663

Attest:

Rally Byl
SEAL (if Bid is by a Corporation)



**McCULLOUGH BOULEVARD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-007PW)

(Revised 03-05-2024)

Proposal of Cook and Son, LLC (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Mississippi, doing business as LLC.*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for McCULLOUGH BOULEVARD IMPROVEMENTS within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 150 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$750 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum 1 3/5/24

*Insert "a corporation", "a partnership", or "an individual" as applicable

**McCULLOUGH BOULEVARD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-007PW)

(Revised 03-05-2024)

The BIDDER agrees to perform all WORK for the construction of McCULLOUGH BOULEVARD IMPROVEMENTS as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – McCULLOUGH BOULEVARD IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	Five Thousand Dollars and Zero Cents \$5,000. ⁰⁰	\$5,000. ⁰⁰
2.	Removal of Concrete Pavement	1022 S.Y.	Twenty Dollars and Zero Cents \$20. ⁰⁰	\$20,440. ⁰⁰
3.	Removal of Asphalt Pavement	318 S.Y.	Twenty Dollars and Zero Cents \$20. ⁰⁰	\$6,360. ⁰⁰
4.	Cold Milling of Bituminous Pavement, All Depths	3,350 S.Y.	Seven Dollars and Ten Cents \$7. ¹⁰	\$23,785. ⁰⁰
5.	Removal of Curb and Gutter	970 L.F.	Twenty Dollars and Zero Cents \$20. ⁰⁰	\$19,400. ⁰⁰
6.	Removal of Trees	2 Each	One Thousand Five Hundred Dollars and Zero Cents \$1,500. ⁰⁰	\$3,000. ⁰⁰
7.	Removal of Sign	1 Each	One Hundred Dollars and Zero Cents \$100. ⁰⁰	\$100. ⁰⁰
8.	Granular Material (Crushed Stone)	200 C.Y.	Seventy Five Dollars and Zero Cents \$75. ⁰⁰	\$15,000. ⁰⁰
9.	Geotextile Fabric	100 S.Y.	Two Dollars and Fifty Cents \$2. ⁵⁰	\$250. ⁰⁰

10.	Hot Mix Asphalt, MT (9.5 mm)	445 TON	One Hundred Eighty Two Dollars and Zero Cents \$182.00	\$80,990.00
11.	Select Borrow (PM)	250 C.Y.	Thirty Dollars and Zero Cents \$30.00	\$7,500.00
12.	Curb Repair	380 L.F.	Seventy Three Dollars and Zero Cents \$73.00	\$27,740.00
13.	Integral Curb	575 L.F.	Sixty Two Dollars and Zero Cents \$62.00	\$35,650.00
14.	Combination Curb & Gutter	60 L.F.	Forty Four Dollars and Zero Cents \$44.00	\$2,640.00
15.	Slotted Curb	140 L.F.	Forty Four Dollars and Zero Cents \$44.00	\$6,160.00
16.	Reinforced Concrete Pavement	290 S.Y.	Ninety Five Dollars and Zero Cents \$95.00	\$27,550.00
17.	Island Pavement	55 S.Y.	One Hundred Ten Dollars and Zero Cents \$110.00	\$6,050.00
18.	Permanent Erosion Control	1 L.S.	Five Thousand Dollars and Zero Cents \$5,000.00	\$5,000.00
19.	Adjustment of Utility Appurtenances	1 EA.	Three Thousand Five Hundred Dollars and Zero Cents \$3,500.00	\$3,500.00
20.	Temporary Traffic Stripe, Skip White	400 L.F.	Zero Dollars and Fifty Cents \$00.50	\$200.00
21.	Temporary Traffic Stripe, Detail Yellow	2,760 L.F.	Zero Dollars and Fifty Cents \$00.50	\$1,380.00
22.	Temporary Traffic Stripe, Detail White	7,828 L.F.	Zero Dollars and Fifty Cents \$00.50	\$3,914.00
23.	Temporary Legend White,	730 S.F.	Two Dollars and Zero Cents \$2.00	\$1,460.00

24.	6" Thermoplastic Traffic Stripe, 200 L.F. Skip White	One dollar and Fifty Cents \$1.50	\$ 360.00
25.	6" Thermoplastic Traffic Stripe, 1,380 L.F. Detail Yellow	Three Dollars and Zero Cents \$3.00	\$ 4,140.00
26.	6" Thermoplastic Traffic Stripe, 3,914 L.F. Detail White	Three Dollars and Zero Cents \$3.00	\$ 11,742.00
27.	Thermoplastic Legend, White 515 S.F.	Two Dollars and Zero Cents \$2.00	\$ 1,030.00
28.	Traffic Signs 4 EA.	Two Hundred Fifty Dollars and Zero cents \$250.00	\$ 1,000.00
29.	Maintenance of Traffic 1 L.S.	Twenty Thousand Dollars and Zero Cents \$20,000.00	\$ 20,000.00
30.	Additional Construction Signs 1 Each	Ten Dollars and Zero Cents \$10.00	\$ 10.00
31.	Standard Roadside Construction Signs 12 Each	Two Hundred Fifty Dollars and Zero cents \$250.00	\$ 3,000.00
32.	Barricades, Type III 72 L.F. Double Faced	Thirty Dollars and Zero Cents \$30.00	\$ 2,160.00
33.	Mobilization 1 L.S.	Seventy Eight Thousand Two Hundred Eighteen Dollars and Seventy Nine Cents \$78,218.79	\$ 78,218.79

TOTAL OF BID ITEMS (1-33)

\$424,669.79


\$ Four Hundred Twenty Four Thousand Six Hundred Sixty Nine Dollars and Seventy Nine Cents
(TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Cook and Son, LLC Attest: _____
Signature  SEAL (if Bid is by a Corporation)
Title Owner / Managing Member
Address 60146 Seminole Rd.
Smithville, MS. 38870

McCULLOUGH BOULEVARD IMPROVEMENTS CITY OF TUPELO, MISSISSIPPI

BID BOND

Know all men by these presents, that we, the undersigned, Cook & Son, LLC,
as Principal, and The Gray Casualty & Surety Company
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal
sum of Five percent of Bid for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 8th day of March, 2024.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

McCULLOUGH BOULEVARD IMPROVEMENTS

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

 (L.S.)
(Principal) Cook & Son, LLC


(Surety) The Gray Casualty & Surety Company

By: Kyle Chandler IV, Attorney in Fact

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: NA

Principal: Cook & Son, LLC

Project: McCullough Boulevard Improvements

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kyle Chandler IV, Kyle Chandler III, Cecil R. Vaughn, James T. Briggs II, Chris Rhett, Jr. Brandt C. Galloway, and Steve Swedenburg of Columbus, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of March, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of March, 2024.

Leigh Anne Henican



SIMMONS EROSION CONTROL, INC.

P.O. BOX 206

LAKE, MS 39092

COR# 12263-MC

BID FOR:

McCULLOUGH BOULEVARD IMPROVEMENTS - #2024-007PW

CITY OF TUPELO, MS

LEE COUNTY, MS

TO:

CITY OF TUPELO

CITY HALL

71 EAST TROY ST

1st FLOOR PURCHASING OFFICE

TUPELO, MS 38804

McCULLOUGH BOULEVARD IMPROVEMENTS **CITY OF TUPELO, MISSISSIPPI**

BID PROPOSAL (# 2024-007PW)

(Revised 03-05-2024)

The BIDDER agrees to perform all WORK for the construction of McCULLOUGH BOULEVARD IMPROVEMENTS as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – McCULLOUGH BOULEVARD IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	Five thousand 5,000.00	\$ 5,000.00
2.	Removal of Concrete Pavement	1022 S.Y.	ten 10.00	\$ 10,220.00
3.	Removal of Asphalt Pavement	318 S.Y.	ten 10.00	\$ 3,180.00
4.	Cold Milling of Bituminous Pavement, All Depths	3,350 S.Y.	eight and forty 8.40	\$ 28,140.00
5.	Removal of Curb and Gutter	970 L.F.	ten 10.00	\$ 9,700.00
6.	Removal of Trees	2 Each	Five hundred 500.00	\$ 1,000.00
7.	Removal of Sign	1 Each	one hundred twenty three and twenty five 123.25	\$ 123.25
8.	Granular Material (Crushed Stone)	200 C.Y.	one hundred twenty five 125.00	\$ 25,000.00
9.	Geotextile Fabric	100 S.Y.	thirteen 13.00	\$ 1,300.00

10.	Hot Mix Asphalt, MT (9.5 mm)	445 TON	<u>two hundred eighty nine</u> <u>289.00</u>	\$ <u>123,605.00</u>
11.	Select Borrow (PM)	250 C.Y.	<u>thirty four</u> <u>34.00</u>	\$ <u>8,500.00</u>
12.	Curb Repair	380 L.F.	<u>eighty five</u> <u>85.00</u>	\$ <u>32,300.00</u>
13.	Integral Curb	575 L.F.	<u>thirty five</u> <u>35.00</u>	\$ <u>20,125.00</u>
14.	Combination Curb & Gutter	60 L.F.	<u>thirty five</u> <u>35.00</u>	\$ <u>2,100.00</u>
15.	Slotted Curb	140 L.F.	<u>thirty five</u> <u>35.00</u>	\$ <u>4,900.00</u>
16.	Reinforced Concrete Pavement	290 S.Y.	<u>one hundred thirty</u> <u>130.00</u>	\$ <u>37,700.00</u>
17.	Island Pavement	55 S.Y.	<u>one hundred thirty</u> <u>130.00</u>	\$ <u>7,150.00</u>
18.	Permanent Erosion Control	1 L.S.	<u>three thousand two hundred twenty five</u> <u>3,225.00</u>	\$ <u>3,225.00</u>
19.	Adjustment of Utility Appurtenances	1 EA.	<u>Seven hundred fifty</u> <u>750.00</u>	\$ <u>750.00</u>
20.	Temporary Traffic Stripe, Skip White	400 L.F.	<u>zero and sixty two</u> <u>0.62</u>	\$ <u>243.00</u>
21.	Temporary Traffic Stripe, Detail Yellow	2,760 L.F.	<u>zero and sixty two</u> <u>0.68</u>	\$ <u>1,711.20</u>
22.	Temporary Traffic Stripe, Detail White	7,828 L.F.	<u>zero and sixty two</u> <u>0.68</u>	\$ <u>4,353.36</u>
23.	Temporary Legend White,	730 S.F.	<u>two and forty five</u> <u>2.45</u>	\$ <u>1,783.50</u>

24.	6" Thermoplastic Traffic Stripe, 200 L.F. Skip White	<u>one and eighty five</u> <u>1.35</u>	\$ <u>370.00</u>
25.	6" Thermoplastic Traffic Stripe, 1,380 L.F. Detail Yellow	<u>three and seventy</u> <u>3.70</u>	\$ <u>5,106.00</u>
26.	6" Thermoplastic Traffic Stripe, 3,914 L.F. Detail White	<u>three and seventy</u> <u>3.70</u>	\$ <u>14,481.50</u>
27.	Thermoplastic Legend, White 515 S.F.	<u>two and forty</u> <u>five 2.45</u>	\$ <u>1,261.75</u>
28.	Traffic Signs 4 EA.	<u>three hundred eight</u> <u>308.00</u>	\$ <u>1,232.00</u>
29.	Maintenance of Traffic 1 L.S.	<u>fourty nine thousand</u> <u>one hundred fifty</u> <u>49,150.00</u>	\$ <u>49,150.00</u>
30.	Additional Construction Signs 1 Each	<u>ten</u> <u>10.00</u>	\$ <u>10.00</u>
31.	Standard Roadside Construction 12 Each Signs	<u>three hundred</u> <u>eight 308.00</u>	\$ <u>3,696.00</u> (33)
32.	Barricades, Type III 72 L.F. Double Faced	<u>thirty seven</u> <u>37.00</u>	\$ <u>2,664.00</u>
33.	Mobilization 1 L.S.	<u>fourty six thousand</u> <u>five hundred</u> <u>46,500.00</u>	\$ <u>46,500.00</u>

TOTAL OF BID ITEMS (1-33) \$ 462,090.86

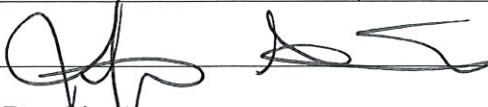
(33) \$ four hundred sixty two thousand ninety and eighty six
(TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

RESPECTFULLY SUBMITTED:

Company Simmons Erosion Control, Inc.
Signature 
Title President
Address P.O. Box 206
Lake, MS 39302

Attest: 

SEAL (if Bid is by a Corporation)





AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Public Works

DATE March 2, 2024

SUBJECT: IN THE MATTER OF CONTRACT APPROVAL FOR BID NO. 2023-064PW
GUN CLUB RD BOX CULVERT ARPA PROJECT - **CW**

Request:

We are requesting the contract approval for the Gun Club Rd Box Culvert ARPA Project Bid No. 2023-064PW.

Bid was approved on 02/06/24 Council Meeting.

Contractor – Townes Construction Co., Inc.

Bid Amount - \$283,901.00

GUN CLUB ROAD BOX CULVERT CITY OF TUPELO, MISSISSIPPI

AGREEMENT

This AGREEMENT, made this ____ day of _____, 20__ by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and Townes Construction Co., Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of GUN CLUB ROAD BOX CULVERT.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 60 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of two hundred eighty-three thousand nine hundred one dollars \$283,901.00, being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Documents
 - (E) Bid Bond
 - (F) Agreement
 - (G) Certificate of Owner's Attorney
 - (H) General Conditions
 - (I) Special Conditions
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Notice of Award
 - (M) Notice to Proceed
 - (N) Change Order
 - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
 - (P) American Rescue Plan Act Mandatory Addendum (Revised 2/1/2024)
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

OWNER:***CITY OF TUPELO, MISSISSIPPI***

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

OWNER'S SEAL**CONTRACTOR:**

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

CORPORATE SEAL

NOTE: If CONTRACTOR is a corporation, secretary should attest.

American Rescue Plan Act (ARPA) Mandatory Addendum
(Revised 2/1/2024)

Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry

out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

Minority and Women Business Enterprises

This contract was procured by the OWNER taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- 1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- 2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- 5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and for the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.
- 6) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

Entities and contractors were previously required to provide proof of compliance to 2 CFR 200.321 by providing proof of submitting solicitation to the Mississippi Procurement

Technical Assistance Program (MPTAP) *and* proof of targeted solicitation to DBE firms/vendors. Guidance from MDEQ dated May 1, 2023 requires awardees to show proof of compliance *by one of the two methods*, or both should they choose to. An email detailing the project should be sent to Agency Bid Bank agencybidbank@mississippi.org. You should receive a confirmation to retain in order to demonstrate proof of compliance.

Assurances of Compliance with Title VI of the Civil Rights Act of 1964

Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

Davis-Bacon Act

For construction projects over \$10 million (based on expected total cost):

All laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage- in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly and hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

Other applicable language contained in 29 C.F.R. § 5.5(a) shall apply.

Copeland "Anti-Kickback" Act

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.

Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.

Unless prohibited by Mississippi law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

For the purposes of this Section, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Contractor agrees to provide OWNER and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Publications

Any publications produced with funds from this award must display the following language: “This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury.”

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Remedies

Unless stated otherwise in this Contract, or in any of the Contract Documents, in the event Contractor defaults or fails to perform any requirement contained herein, Owner may pursue any remedy at law or equity to enforce the terms of this agreement, including, but not limited to, actual and punitive damages, liquidated damages, and/or specific performance. This provision shall not constitute a waiver of any other right possessed by the Owner.

Termination for Cause and Convenience

Unless stated otherwise in this Contract, or in any of the Contract Documents, the parties agree to the following:

Termination for Convenience. The Owner may terminate this Contract, in whole or in part, for any reason, upon five (5) days written notice to the Contractor. In such event, the Owner shall pay the Contractor its costs, including reasonable Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its final claim to the Owner to be paid by the Owner. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in a manner the Owner directs.

Termination for Breach. Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of the Contract.

[SIGNATURES ON FOLLOWING PAGE]

OWNER:

CITY OF TUPELO, MISSISSIPPI

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification (s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that

Townes Construction Co., Inc.
16398 Highway 8 West
Grenada, MS 38901

a corporation, hereinafter called PRINCIPAL and _____ (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of **two hundred eighty-three thousand nine hundred one dollars \$283,901.00** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

GUN CLUB ROAD BOX CULVERT

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____

Witness as to Principal

Address

Address

Surety

ATTEST:

Witness as to Surety

By: _____

Attorney-In-Fact

Address

Address

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

Townes Construction Co., Inc.
16398 Highway 8 West
Grenada, MS 38901

a corporation, hereinafter called PRINCIPAL and _____ (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of **two hundred eighty-three thousand nine hundred one dollars \$283,901.00** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

GUN CLUB ROAD BOX CULVERT

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

ATTEST:

Witness as to Surety

Address

Principal

By: _____

Address

Surety

By: _____
Attorney-In-Fact

Address

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

Resident Mississippi Agent

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of THE CITY OF TUPELO, MISSISSIPPI, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

NAME: _____

DATE: _____

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

**GUN CLUB ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI**

NOTICE OF AWARD

To: Townes Construction Co., Inc.
16398 Highway 8 West
Grenada, MS 38901

Project: **GUN CLUB ROAD BOX CULVERT**

The OWNER has considered the BID submitted by you dated January 12, 2024, for the above-described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$283,901.00.

You are required to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Dated this 9th day of February 2024.

CITY OF TUPELO, MISSISSIPPI

Owner _____
By: Todd Jordan

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the _____ day of _____, 20 ____.

By: _____

Title: _____



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director of Public Works

DATE March 13, 2024

SUBJECT: IN THE MATTER OF REQUEST REMOVAL OF ASSETS FOR SURPLUS AUCTION - **CW**

Request:

We are requesting the removal of assets to be sold at Surplus Auction scheduled for May 4, 2024.

Asset 3248 Alamo Ditcher – No longer have the equipment this attaches to
Asset 2182 08 Ford F350 Truck – Bad Valves, costly repair, can't find parts
Asset 2184 Dump Bed – Attaches to Asset 2182
Asset G05017 99 IHC Truck – No oil pressure, bad motor, costly repair
Asset G05137 Dump Bed – Attaches to Asset G05017
Asset 1540 – 06 Komatsu Dozer – Bad final drive, broken undercarriage, costly repair
Asset 2161 – Cab Enclosure – Attaches to Asset 1540
Asset G05423 – Paint Machine – Worn out, can't find parts to repair
Asset 2209 – MS 260 Chainsaw – Motor locked up
Asset G04067 – Quincy 350 Compressor – Worn out and no longer in use

ASSET NO.	DESCRIPTION	BARCODE	SERIAL NUMBER	UNIT NUMBER	DEPT	DATE ACQUIRED	ACQ COST	REASON FOR SURPLUS	
3248	DITCHER, JOHN DEERE ALAMO	11072	DTMV-00016	VEH 115 COMPONENT	061	04/16/10	\$ 13,962.49	NO LONGER HAVE T EQUIPMENT THIS AT	Item # 15.
2184	DUMP BED, 8 1/2 X 96" FLAT (PW91)	12717		VEH 091	061	04/26/07	\$ 6,445.55	BED TO ASSET 2182	
2182	PICK UP, 08 FORD F350 DRW	12756	1FTWW32YX8EA08084	VEH 091	061	03/15/07	\$ 21,284.50	BAD VALVES, COSTLY REPAIR AND HARD TO FIND PARTS	
G05017	99 IHC TRUCK	10624	1HTSCAANXYH244108	VEH 030	061	04/19/99	\$ 31,676.62	NO OIL PRESSURE, BAD MOTOR, COSTLY REPAIR	
G05137	10' X 7' 3" DUMP BODY	10733		VEH 030	061	05/31/99	\$ 4,682.00	BED TO ASSET G05017	
1540	DOZER, D31-PX21 KOMATSU TRACK	11671	50834	VEH 065	061	03/05/06	\$ 72,650.00	FINAL DRIVE IS BAD, BROKEN UNDERCARRIAGE, WORN OUT,	
2161	FABRICATED CAB ENCLOSURE-KOMATSU	12732	COMPONENT	VEH 065	061	08/17/07	\$ 3,000.00	CAB TO ASSET 1540	
G05423	2000-AS PAINT MACHINE	1138	1198	VEH PM2	061	09/30/99	\$ 24,451.00	WORN OUT, CANNOT FIND PARTS TO REPAIR	
2209	CHAIN SAW, MS 260 18' B/C	12752	271100749	VEH CS8	061	09/28/07	\$ 400.00	MOTOR LOCKED UP	
G04067	QUINCY MOD 350 COMPRESSOR	13438	6092747	PM LOCK UP	061	05/16/97	\$ 2,300.00	WORN OUT AND NOT LONGER IN USE	

2153	RADIO, KENWOOD VHF	12642	80800239	VEH 091
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4019	RADIO, TK-7360	15285	B1C01319	VEH 030
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061	02/15/07	\$ 370.00		ROW	
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061	02/03/12	\$ 310.50		STREETS	
-----	----------	-----------	--	---------	--

1996

61-117	1996	RHINO	CY72 BUSH H	21124	BUSH HOG	G02569	10695
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61-WE1	2022	STIHL	FS91R	534746144	WEED EATER	TW960436	ROW
61-WE7	2016	HUSQVARNA	525L	4400011	WEED EATER	TW 960326	ROW

61-M07	2016	EXMARK	LXS691KA52	314638259	4682	16061	TW 16061
--------	------	--------	------------	-----------	------	-------	----------

COT 1436	TW 956517	ROW
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BOYD YARBROUGH	DOWNTOWN ASSOCIATION	NOT PURCHASED THROUGH PW
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AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephanie Coomer, Director

DATE March 14, 2024

SUBJECT: IN THE MATTER OF CVB BOARD MINS. MARCH 5, 2024 SC

Request:

Review March Board Mins.



Tupelo Convention & Visitors Bureau Board Meeting
Wednesday, March 5, 2024

The Tupelo Convention & Visitors Bureau met Wednesday, March 5, 2024, at 2:00 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Emily Elliott, Steven Blaylock, Louis Britton, Dimple Patel, and Leslie Nabors. Tupelo CVB staff members present were Mitch Lowe, Jennie Bradford Curlee, and Elizabeth Russell.

Stephanie Coomer called the meeting to order at 2:02 p.m.

Louis Britton moved for approval of the agenda. Leslie Nabors seconded the motion. All voting aye, the motion carried.

Leslie Nabors moved that the minutes from February 6, 2024, be approved as presented. Louis Britton seconded the motion. All voting aye, the motion carried.

Mitch Lowe, Jennie Bradford Curlee, and Elizabeth Russell presented staff reports.

Stephanie Coomer presented the financial report.

The meeting adjourned at 2:31 p.m.

Submitted by:

Emily Elliott, Secretary

Stephanie Coomer, Chairman



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephanie Coomer, Director

DATE: March 14, 2024

SUBJECT: IN THE MATTER OF REQUEST TO REJECT ARPA BID #2023-062CVB RFP
ADVERTISING AGENCY SERVICES TOURISM INDUSTRY RECOVERY II
SC

Request:

In November, the Tupelo CVB issued a RFP for Advertising Agency Services with proposals due on January 8, 2024. We received one proposal in response and it was not responsive to the Scope of Work laid out in the RFP.

We are asking to reject the proposal received in response to ARPA RFP 2023-062CVB for Advertising Agency Services Tourism Industry Recovery II.



MEMO

To: Tupelo City Council

From: Stephanie Coomer, Tupelo CVB

Date: March 14, 2024

Re: 2023-062CVB RFP ADVERTISING AGENCY SERVICES TOURISM INDUSTRY RECOVERY II

In November, the Tupelo CVB issued a RFP for Advertising Agency Services with proposals due on January 8, 2024. We received one proposal in response and it was not responsive to the Scope of Work laid out in the RFP.

We are asking to reject the proposal received in response to RFP 2023-062CVB for Advertising Agency Services Tourism Industry Recovery II.





AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephanie Coomer, Director

DATE: March 14, 2024

SUBJECT: IN THE MATTER OF REQUEST TO REJECT ARPA BID #2023-063CVB RFP
PRODUCTION AGENCY SERVICES TOURISM INDUSTRY RECOVERY II
SC

Request:

In November, the Tupelo CVB issued a RFP for Production Agency Services with proposals due on January 8, 2024. We received two proposals in response and neither bid was responsive to the entire Scope of Work laid out in the RFP.

We are asking to reject the two proposals received in response to ARPA RFP 2023-063CVB for Production Agency Services Tourism Industry Recovery II.



MEMO

To: Tupelo City Council

From: Stephanie Coomer, Tupelo CVB

Date: March 14, 2024

Re: 2023-063CVB RFP PRODUCTION AGENCY SERVICES TOURISM INDUSTRY RECOVERY II

In November, the Tupelo CVB issued a RFP for Production Agency Services with proposals due on January 8, 2024. We received two proposals in response and neither bid was responsive to the entire Scope of Work laid out in the RFP.

We are asking to reject the two proposals received in response to RFP 2023-063CVB for Production Agency Services Tourism Industry Recovery II.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE March 8, 2024

SUBJECT: IN THE MATTER OF SOLE SOURCE PROCUREMENT – MUELLER
SYSTEMS **JT**

Request:

At your regular meeting on March 17, 2020, the city council approved the award of a sole source procurement of our AMI water meters and associated equipment to Mueller Systems. I respectfully request that this sole source procurement be renewed and extended since we have the Mueller AMI metering system installed within our system and there are no compatible metering systems.



Mueller Systems
10210 Statesville Boulevard
Cleveland, NC 27013

office: 704-278-2221
toll free: 800-323-8584

March 8, 2024

City of Tupelo, Mississippi
PO Box 588
Tupelo, MS 38802

Subject: Sole Source Manufacturer

To Whom It May Concern,

Mueller Systems, LLC is a leading innovator and provider of Advanced Metering Infrastructure (AMI), Automated Meter Reading (AMR), and water meters. Mueller Systems, originally founded in 1859, manufactures our products at our ISO certified facility in Cleveland, North Carolina. We are a wholly owned subsidiary of Mueller Water Products and, along with our sister companies, we are one of the largest manufacturers of smart water distribution products in the world. Mueller Systems has the distinction of sole source manufacturer and distributor of Mueller Systems' products, which include water meters, data acquisition components, systems integration, software, analytics, and other smart water applications and capabilities.

Should you have any questions, please do not hesitate to contact your Mueller Systems Territory Manager, Jerry Johnson, at jerryjohnson@muellerwp.com or 704-903-2250. We appreciate the opportunity to be of service to you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Anita Short", is written over a horizontal line.

K. Anita Short
Proposal Manager

CC: File
Jerry Johnson



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE March 14, 2024

SUBJECT: IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS
FOR AUCTION OR SCRAP, AS INDICATED **JT**

Request:

I respectfully request your approval to surplus the following items:

Description

- | | |
|--|-----------------------|
| • Canon Fax Machine IR1435IF (ID # 187) | S/N 498D-F193003 |
| • Canon Copier Image Runner 5570 (ID # 1224) | S/N 10669364 |
| • 2001 Dodge Ram 2500 (Unit 42) | VIN 1B7KF23Z11J561199 |
| • 2010 Ford F-150 ½ T PU (Unit 41) | VIN 1FTMF1CW6AKB15584 |
| • 2011 Ford F-150 ½ T PU (Unit 58) | VIN 1FTFW1CF6BFA87935 |
| • 2016 Ford F-150 ½ T PU (Unit 45A) | VIN 1FTEX1C81GFA65164 |
| • 2018 Ford F-150 ½ T PU (Unit 44A) | VIN 1FTEW1W58JFB32890 |
| • S&C 15kV Substation Breaker
(Removed from Southwest Substation) | S/N 17-14047 |

After declaration as surplus, these items will be sold thru the city auction in May 2024 and the substation breaker will be sold as scrap.

Thank you for your cooperation.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: March 14, 2024

SUBJECT: IN THE MATTER OF AWARD OF BID # 2023-046WL FOR AN OUTAGE MANAGEMENT SYSTEM **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, March 19, 2024:

Bid No. 2023-046WL – Outage Management System to the low qualified bid submitted by DataVoice International as recommended by Allen & Hoshall Engineers with the following evaluation:

	<u>Max Score</u>	<u>DataVoice</u>	<u>Daupler</u>
Overall Experience and Qualifications	25	25	7
Systems in Operation and/or Under Development	25	9	25
Cost Proposal Summary	25	25	21
Implementation Plan	15	15	14
Financial Ratings	10	2	0
Total	100	76	67

Costs Evaluated Over a 10 Year Period

DataVoice \$250,418.66

Daupler \$299,500.00



Allen&Hoshall

1661 International Drive, Suite 100
Memphis, Tennessee 38120
Office 901.820.0820
Fax 901.683.1001
www.allenhoshall.com

Item # 21.

February 20, 2024

Mr. Norman Cruse
Tupelo Water & Light Department
320 North Front Street
P.O. Box 588
Tupelo, MS 38802

Re: **Tupelo Water & Light Department Outage Management System**

Dear Mr. Cruse:

Two (2) separate Request for Qualification (RFQ) proposals were received for the above referenced project. One was from DataVoice International and one from Daupler, Inc.

Both proposals were evaluated upon the RFQ's Table of Conformance (TOC). Reviewed entries included the overall experience and qualifications, system in operation and/or under development, cost proposal summary, implementation plan, and financial ratings.

After careful consideration and evaluation, we recommend Tupelo Water & Light Department enter into negotiations with DataVoice International for the OMS project.

Please let me know if you have any questions or concerns.

Sincerely,
Allen & Hoshall

Scott Burleson, P.E.
Senior Vice-President
sburleson@allenhoshall.com



RFP Response for:
Outage Management System (OMS)
Interactive Voice Response (IVR)
Support Services

December 2023

Response from DataVoice International to:



Tupelo Water & Light
Bid #2023-046WL

1661 International Drive



Allen&Hoshall
Suite 100
Memphis, TN 38120



Procurement Department
City of Tupelo Water & Light Department
Tupelo, MS

Re: RFP #WL2023-046WL for Outage Management System (OMS) and
Interactive Voice Response (IVR)

We at DataVoice are pleased to provide this response to Tupelo's RFP
#WL2023-046WL, due on January 16, 2024

The attached proposal outlines an OMS and IVR that comprehensively covers
the requirements The City of Tupelo cites in the RFP. We also address the
additional requirements.

We have included the optional modules along with the Hosting for both the OMS
and the IVR at the DataVoice site.

We appreciate the opportunity to respond, and we are available to answer any
questions as TWL assesses the bid.

Sincerely,

Michael Hand

Michael Hand
Sales and Marketing Manager

1. Vendor Description

DataVoice has been around for 30 years. DataVoice started as an IVR company and shortly after expanded into OMS when we saw that there was a need for small to medium utilities to manage outages beyond pen and paper. DataVoice was purchased by Harris Utilities in 2017 and became part of the larger software company. This has provided DataVoice additional resources to pull from for expertise if needed. After the pandemic, Harris made the decision that employees could continue to work remote. DataVoice has employees from East to West coast, all able to travel to a customer when needed. However, DataVoice does maintain an office in Allen Texas.

The DataVoice OMS & IVR are designed specifically for the application Tupelo Water & Light in RFP #2023-046WL.

The combination of these tools enables small and medium size electric utilities such as Tupelo Water & Light to provide customers with the service they have come to expect even during large scale power interruptions. In fact, the combined systems make it possible to do this after-hours without a 24-hour dispatch center. The system itself notifies on-call personnel as soon as problems are reported, and it escalates the issue if the first crew called does not respond.

Several factors set DataVoice apart the DataVoice:

Unparalleled Customer Engagement. The DataVoice OMS excel at providing efficient mechanisms to communicate with customers -- and managers and crews, for that matter. The company's roots are in IVR, and DataVoice has extended that to many other communication channels including texting and access through a web portal.

Painless Implementation. Tupelo Water & Light should not expect a heavy load on its own staff during implementation; implementation is DataVoice's job. This is a difficult factor to quantify, but it can make a tremendous difference. Ask the references: our teams' service during implementation – and after – sets us apart.

Mobility Everywhere. We at DataVoice were one of the first to bring mobile crew products to municipalities and other medium-sized utilities. That commitment to mobile access extends to utility customers and managers as well.

24/7 Support. DataVoice offers support 24/7 with afterhours response time of 1 hour for phone and 3 hours for email.

The DataVoice suite of tools comes with room for the City of Tupelo to grow, especially in the way it communicates with customers. We would welcome the opportunity to discuss implementation further.

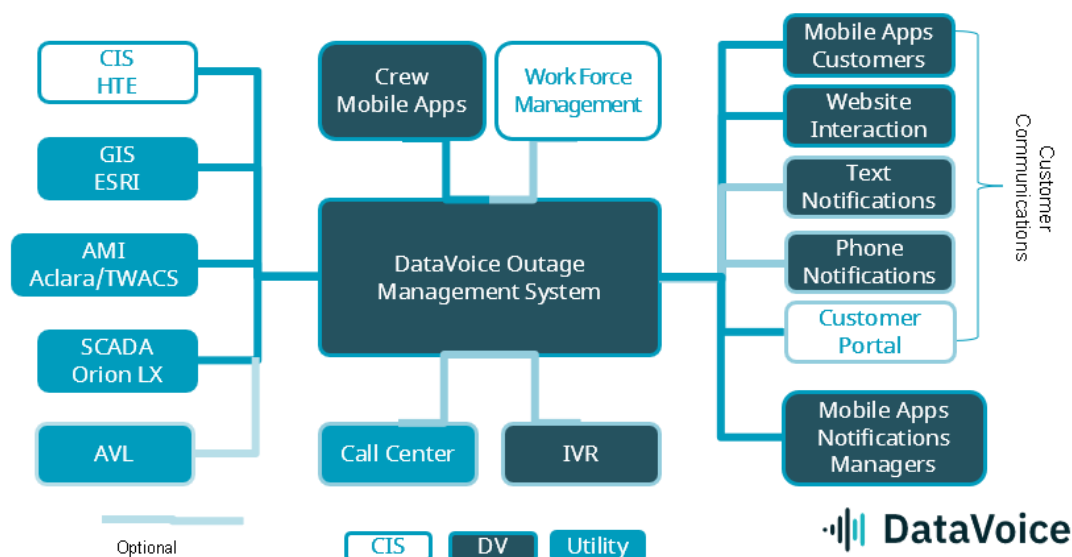
DataVoice proposes a system that addresses all of Tupelo's requirements and several of its desired features. At the heart of the system lies the DataVoice Outage Management System or OMS.

Along with the OMS, DataVoice provides numerous tools for communicating with Tupelo's customers, crews, and management. These tools are represented on the right side of the diagram below.

DataVoice can integrate with several existing systems at the City, including CIS, GIS, AMI and SCADA. These are represented on the left side of the diagram.

The DataVoice tools are completely web based and can be used in all major, modern browsers.

Solution Offering



The screen provides full details about ongoing outages, troubleshooting tips, access to outage history, and tools for notifying customers automatically when the problem is resolved. It even provides access to details from the metering system.

2. Project Understanding

DataVoice is proposing the installation of the basic OMS for the City of Tupelo Water & Light department.

Implementation usually takes place over a 3-4 month period. DataVoice will ask Tupelo to assign a project manager and identify key points of contact for things like GIS and IT.

The DataVoice project manager will set weekly status meetings to keep the Tupelo project manager informed of progress, but the bulk of the implementation falls on DataVoice. The implementation should not be a heavy burden for Tupelo's staff.

There are several milestones during the deployment:

- **Initial Kickoff Meeting** – Exchanging contact information and reviewing the first steps of the deployment plan.
- **Managers' Review** – Reviewing an initial deployment of the OMS with Tupelo's data but default DataVoice settings.
- **Final Testing and Review** – Assessing DataVoice adjustments based on Tupelo's input during and after the Manager's Review.
- **Training and Go-live** – Training can be on-site or remote.

3. Project Team and Resumes

All implementations are led by a project manager assigned by the DataVoice. The project manager has the team at their disposal but also has access to R&D resources if needed. Biographies for key team members:

Kelli Froman, Vice President. (MN) Kelli has been with DataVoice almost 15 years. An engineer, she is uniquely qualified to see the technical and user side of the industry. As prior Director of Operations, she led implementations for ten years now.

Matt Chandler, Professional Services Manager. (New Bern, NC) Matt started his journey with DataVoice in 2021. Matt is most active in managing product deployment projects, training customers, and supporting the DataVoice suite. Matt transitioned from the public utility space as a DataVoice power user; his experience includes utility control systems, operations and dispatch management, and the geospatial administration of electric distribution infrastructure. Matt holds a Bachelor of Science in Geographic Information Science & Technology from East Carolina University.

David Beasley, GIS Analyst. (Dallas/Fort Worth area.) David began working with DataVoice in 2015. He graduated from the University of Texas at Dallas with his Bachelors in Geospatial Information Sciences (GIS). David provides direct consulting to customers who need GIS assistance, and he has extensive experience with numerous GIS integrations to DataVoice tools. His primary experience is using ESRI to solve a variety of geospatial problems, but he also has experience working with the geographic tools provided by the PostGIS extension to the PostgreSQL database.

Tom Dellinger, Director, R&D. (Dallas/Ft. Worth Area) Tom is one of the most experienced programmers at DataVoice with over 35 years in software development and management. While his earlier experience focused on IVR, he has transitioned to spending much of his time with OMS, where he has broad familiarity with numerous interfaces between OMS and other systems. Tom has a BS in Computer Science from UNT and an MS in telecommunications from SMU.

Kim Armstrong, Manager, Mobile Solutions. (Dallas/Ft. Worth Area) Kim joined the DataVoice team 8 years ago and plays a vital role in our mobile app development. She comes to us from Raytheon's Intelligence and Geospatial Systems division where she spent over 10 years in software development. Kim holds a BS in Computer Science from the University of Texas at Dallas.

4. References

DataVoice made a name for itself with Interactive Voice Response or IVR systems shortly after it was founded over thirty years ago. At an early date, though, DataVoice was asked to provide a ticketing system for a utility. That ticketing system quickly grew into a full outage management system or OMS, and the OMS is now the flagship product of DataVoice.

There are customers that have been using the DataVoice OMS for twenty years now, and there are customers that were just installed last year. Although the product has a long history, it has also been continuously updated. DataVoice was one of the first outage system in its class – if not the first -- to be fully web based.

The system is now deployed at over 65 utilities across North America and the Caribbean. These utilities range in size from 7,500 to 150,000 meters.

Our customers can best represent the skill DataVoice brings both to initial deployment and ongoing support. We provide three references here at cities of similar size to the City of Tupelo. Others are available on request.

Utility	Meter Count	Contact
Shelby, NC Project time <1 Year	13000	Sam Clark sam.clark@cityofshelby.com (704) 669-6581
Grand Haven, MI Project time <1 Year	14000	Rob Shelley rshelley@ghblp.org (616) 607-1263
Kaukauna, WI Project time <1 Year	15000	Dave Pahl dpahl@ku-wi.org (920) 462-0216

5. DataVoice Financial Statement

Harris Utilities Group and its parent company Constellation Software (CSI) have an expressed goal of acquiring good businesses and offering them a path to becoming great businesses. In 2017, Harris acquired DataVoice International.

As a subsidiary of a public company, SEC regulations prohibit us from providing separate financial information for Harris or the individual business units. However, statutory filings about the financial status of CSI are available online at:

<https://www.csisoftware.com/category/stat-filings>

We would be happy to assist in obtaining more detailed information if necessary.

6. System Pricing

The following two pages are a summary presentation of the cost proposal. There are several things Tupelo Water & Light should note while reviewing the proposal:

- Several items have been broken out as “optional” per the RFP request. This allows you to see the full description and pricing of those components.
- The RFP appears to be for OMS and IVR, therefore the IVR pricing and modules are listed after the OMS totals.
- If Tupelo would like training to be on-site, please budget an additional \$3,500 for the actual travel expenses of the trainers.
- DataVoice can offer financed pricing that spreads the initial non-recurring costs across a 3 or 5 year contract.

The full, detailed cost proposal is provided on the next page along with standard Terms and Conditions:

Statement of Work:

DataVoice will install and configure the product modules pursuant to the scope set forth in the Product Description section of the proposal. Products listed as Optional at the time of signing are not included in any installation and configuration until they are purchased by the customer. Any material changes or deviations from the standard configuration may, in DataVoice's sole discretion, result in additional fee(s). It is specifically understood that non-disclosed or misrepresented material facts and issues revealed during the discovery process may require additional fees.

The following integrations are part of the Quotation Cost Summary:

GIS -ESRI Online

CIS- CSA

Optional Integrations are:

SCADA- Survalent

AMI- Aclara RF

The utility is currently collecting data on the GIS model. 50-60% of the meters are on the map as of March, 2023. Primary lines and device information is not yet complete. During implementation we should anticipate:

- Geolocating missing service locations using the address from the CIS/billing system.
- Adding secondary lines to the model and providing that feature set back to the utility.
- Training the utility to use grouping where no primary line data is currently available.

The utility does have 24-hour dispatch, but based on the notifications they requested, both after-hours notifications and threshold notifications are being quoted as options.

Project Management fees for a 90-120 day project implementation have been included. If the project delays beyond that period, DataVoice reserves the right to submit a change order for additional project management fees as necessary.

QUOTATION COST SUMMARY NON-RECURRING, INITIAL COSTS

IVR		
	License Fees:	\$52,170.00
	Professional Services:	\$17,325.00
	Subtotal:	\$69,495.00
OMS		
	License Fees:	\$47,200.00
	Professional Services:	\$45,100.00
	Subtotal:	\$92,300.00
Total non-recurring costs		\$161,795.00

RECURRING FEES, ANNUAL COST

Maintenance					
	IVR:			\$12,392.50	
	OMS:			\$10,888.75	
Subtotal:				\$23,931.25	
		Users	Units	Per Unit	Total
OMS SaaS and Subscription Fees					
Customer Facing Web	ANNUAL		1	\$3,470.00	\$3,470.00
Portal-7 - For Electric					
Real-time Managers Web	ANNUAL		1	\$3,210.00	\$3,210.00
App - Electric					
Subtotal:					\$6,680.00
Total annual cost of recurring fees					\$30,611.25

Optional Modules:

The modules below are provided as optional add-ons but are not included in the above proposal

	License	PS	Annual Fees
Threshold Notification to Managers	\$6,475.00	\$1,100.00	\$1,618.75
After Hours Notification of Outages via email/SMS	\$10,005.00	\$825.00	\$2,501.25
OMS Daily Backup System	\$7,065.00	\$2,200.00	\$2,675.00
OMS Base System Hosted at DataVoice	\$2,945.00	\$6,600.00	\$6,420.00
Additional Service Types for Tracking Incidents - Water	\$6,475.00	\$1,100.00	\$1,618.75
SCADA Basic Interface	\$7,650.00	\$4,400.00	\$1,912.50
Text To Speech Per Port License English	\$2,600.00	\$275.00	\$650.00
Call Customers Verify Restoration (Other Svc)	\$2,355.00	\$825.00	\$588.75
Notification Customization	\$4,120.00	\$825.00	\$1,030.00
Call Delinquent Accounts	\$8,830.00	\$825.00	\$2,207.50
DataVoice Map Viewer (Other Services)	\$2,710.00	\$4,400.00	\$677.50
WorkPal App	\$10,700.00	\$8,250.00	\$5,885.00
WorkPal Enterprise User Fee for 1-25	\$0.00	\$0.00	\$6,000.00
Customer Facing Web Portal - For Water	\$1,860.00	\$1,375.00	\$1,605.00
Real-time Managers Web App - For Water	\$555.00	\$1,650.00	\$3,210.00
Text Message Outage Reporting	\$4,500.00	\$11,550.00	\$2,575.00
Outage Reporting and Notifications via Text - Water	\$1,180.00	\$2,200.00	\$295.00
Interface to ACLARA AMI	\$10,860.00	\$11,000.00	\$2,715.00

Product Descriptions

The IVR portion of the proposal includes the following modules:

Linux VoIP IVR Base System License Fee - Price: \$22,280.00 Qty: 1

Utility Supplied VoIP IVR Production Server - Linux Server - Price: \$1,650.00 Qty: 1

Specifications should match those provided in the IT Requirements Document from DataVoice. Please contact a DataVoice representative to verify you have the most recent specifications.

IVR Training & Prep - Price: \$1,100.00 Qty: 4

IVR Training

Text To Speech Per Port License English - Price: \$2,875.00 Qty: 4

Provides engine and licenses to turn text data into speech, this would allow the system to verify caller locations or provide detailed outage information.

Inbound Per Port License - Price: \$10,940.00 Qty: 16

The base IVR solution includes licensing for a specified number of inbound lines. Users can monitor the reports, graphs and charts to view current and historical usage. If more lines are needed, they can be activated for additional licensing fee.

Text To Speech Per Port License English - Price: \$2,875.00 Qty: 4

Provides engine and licenses to turn text data into speech, this would allow the system to verify caller locations or provide detailed outage information.

Outage Entry Module - Electric - Price: \$9,380.00 Qty: 1

Allows customers to use the automated system to report their outages. It will allow the customer to enter identifying information, verify the customer's location using text to speech and speak any outage information returned by the OMS, or allow the customer to report an outage at their location. The system also allows the callers to leave a voice mail attached to the ticket if they have further information on the cause of the outage.

Call Customers Verify Restoration (Other Svc) - Price: \$3,180.00 Qty: 1

Automatically places a call to customers who requested a notification when their service is restored. It plays a friendly message letting the customers know that we believe their service has been restored, and if it has not, allows them to press a key to automatically re-enter the issue into the OMS.

The OPTIONAL IVR portion of the proposal includes the following modules:

Outage Entry Module - Other Services - Price: \$14,560.00 Qty: 1

Notification Customization - Price: \$4,945.00 Qty: 1
Customized outbound notifications

Call Delinquent Accounts - Price: \$9,655.00 Qty: 1

Politely informs customers payments are past due. No more overtime for agents making evening calls. Always pleasant, never frustrated, the automated collection system calls during hours you specify.

IVR Hosted Solution - Price: \$9,545.00 Qty: 1
IVR System Hosted By DataVoice

The OMS portion of the proposal includes the following modules:

OMS Server provided by utility - Price: \$1,650.00 Qty: 1

Specifications for OMS server much match those supplied in the IT Requirements Document provided by DataVoice

OMS Product Foundation - Price: \$46,805.00 Qty: 1

OMS Product Foundation includes back office features for entering, managing, dispatching and closing service interruption tickets.

OMS Initial Training - Price: \$11,000.00 Qty: 1

Travel time and Prep time included: Outage Management Basics Class - This class will review the basic functionality of the outage management system including log in access and instructions on entering outages in the system. Outage Management Operations and Dispatch Class - This class will review the crew assembly, dispatching and outage analysis portions of the solution. We will review the Map Viewer and procedures for grouping outages and other service trouble reports. System Administration - This class will review the administration of employee log in and contact management, as well as the modification of system variables within the application. Travel expenses will be billed after the event.

GIS Integration Software - Price: \$22,050.00 Qty: 1

The GIS Publisher allows you to generate browser based maps through a direct integration with your GIS Solution.

Customer Facing Web Portal-7 - For Electric - Price: \$8,590.00

Qty: 1

The Customer Facing Outage Web Portal allows customers/members to view real-time outage information via interactive maps, and provides an overview of outages by substation and county. From this application, customers/members can also report outages and view the current outage status for their location.

Real-time Managers Web App - Electric - Price: \$2,205.00

Qty: 1

The DataVoice Real Time Managers Application provides managers real time outage information and statistics via smart devices. The outage map includes a Google Map background and allows users to pan, zoom and use Google Street View to better identify outage locations. Once the signed work order is received the utility will be provided a Configuration Worksheet to specify configurations for the web application including layers, details in pop up dialogs, etc.

The OPTIONAL OMS portion of the proposal includes the following modules:

Threshold Notification to Managers - Price: \$7,575.00

Qty: 1

This module allows utility representatives to set up pertinent thresholds and then set up employees for notifications. Thresholds include (but are not limited to) minimum incidents entered, number of customers affected, number of device outages, etc.

After Hours Notification of Outages via email/SMS - Price: \$10,830.00

Qty: 1

System can identify when an outage report is created by a customer and notify a utility employee that is designated. This notification is designed to be via email or texting only as the IVR is not in place. This module has the ability to use set escalation if the report is not acknowledged by a certain threshold.

OMS Daily Backup System - Price: \$9,265.00 Qty: 1

Provides the utility with a daily back up of all OMS data. This configuration also provides a platform for training utility personnel on Outage Management System functionality and procedures, such as entering and managing outage tickets, assigning work items, dispatching crews, etc. With Outage Replay

OMS Base System Hosted at DataVoice - Price: \$9,545.00 Qty: 1

OMS System Hosted By DataVoice

SCADA Basic Interface - Price: \$12,050.00

Qty: 1

This module allows third party programs to immediately confirm device outages from alarms generated by a SCADA system. The outages will then be visible to the dispatchers via the OMS browser-based interfaces.

WorkPal App - Price: \$18,950.00 Qty: 1

WorkPal App for iOS, Android or Web Browser. This mobile app allows crews to view and manage outages/incidents remotely from an Apple or Android tablet device or via a web browser. Device tracking only available with iOS and Android

WorkPal Enterprise User Fee for 1-25 - Price: \$0.00 Qty: 1

WorkPal App - Enterprise user license fee for up to 25 users. Each individual user will be required to have their own license.

Interface to ACLARA AMI - Price: \$21,860.00 Qty: 1

Interface to ACLARA AMI to issue ping requests to individual meters or to a group of meters. Results from meter pings will appear in the DataVoice map.

Text Message Outage Reporting - Price: \$16,050.00 Qty: 1

Allows customers enroll in a service to both automatically report outages via text, as well as receive proactive notifications regarding outages affecting their account(s). NOTE; The Utility must enter into a contract with a Texting Provider. This will include Auto Enrollment for New Customers if available via third party provider.

Additional Service Types for Tracking Incidents - Water - Price: \$7,575.00 Qty: 1

Allows the utility to manage water trouble reports in the OMS

DataVoice Map Viewer (Other Services) - Price: \$7,110.00 Qty: 1

Collects all service attribute data from GIS and allows users to search for elements within the Network instantly. When combined with data from the OMS, it can display dynamic data to be used utility wide such as trouble reports and crew locations. The Map Viewer also allows the user to create, modify and group associated trouble reports, as well as close the trouble reports once issues have been resolved. (Unlimited licenses)

Customer Facing Web Portal - For Water - Price: \$3,235.00 Qty: 1

Real-time Managers Web App - For Water - Price: \$2,205.00 Qty: 1

Outage Reporting and Notifications via Text - Water - Price: \$3,380.00 Qty: 1

1. PRICING

Prices quoted here are good for ninety(90) days from the date of this document. Price includes software, license fees, unlimited seat licenses, database administration fees, installation, configuration, testing and training.

2. PAYMENT AND TERMS

In consideration for the software provided and services delivered by DataVoice, Customer agrees to pay DataVoice the amount of \$161,795.00. DataVoice will bill, based on the Milestone table below. A Certificate of Installation and a Certificate of Completion will be issued as defined in the Section titled ACCEPTANCE TESTING. The payment terms will be 'net 30 days' on all invoices. Recurring fees and maintenance will be billed immediately following final milestone payment and will be due in 30 days.

Milestone	Contingent On	Terms	Amount
BU Amount from Sale	None		\$0.00
Contract Signing	None	50%	\$80,897.00
Start Project - Project Kickoff Meeting	None		\$0.00
Installation Complete	None	30%	\$48,538.00
Project Completed Ready for final testing	None	20%	\$32,359.00
Training	None		\$0.00
Go Live	None		\$0.00

3. FEES

- a. License, Maintenance and Other Fee Rates: DataVoice may revise rates at any annual renewal date. Customer will be advised in writing of the revised rates 60 days prior to the renewal date.
- b. Auto-Renewal: At the end of the License Term, the services will automatically renew for consecutive terms of twelve months. If a party does not want the License to renew, they must provide the other party written notice to this effect at least one hundred and twenty (120) days prior to the end of the current term.
- c. Prices are for quoted products and services only based on discovery and customers disclosures to date. Pricing for future and additional purchased products or pursuant to any Cooperative Purchasing Agreement will be at DataVoice then-current pricing and not based upon pricing in this Agreement.

5. DELIVERY METHOD FOR SOFTWARE AND MAINTENANCE SERVICES

Software will be delivered electronically. If required, Customer shall make available a standard office environment on Customer's premises for on-site maintenance or other services. If upon arrival to site, DataVoice is not able to start work due to lack of access or preparation on the part of the Customer, work stoppage time is billable.

4. CONDITIONS

All software and services provided within the scope of this document have been priced accordingly and listed above. Any additional system requirements, software modules, software changes or configuration changes deemed necessary by the utility will be performed under a separate 'Change Order'. Any such changes may affect the annual maintenance. It is specifically understood by the parties that this Agreement, once negotiated, can and will serve as a Cooperative Purchasing Agreement pursuant to which affiliated entities may purchase products and services from DataVoice.

6. ACCEPTANCE TESTING

DataVoice will:

- ♦ Electronically deliver the software on server.
- ♦ Setup, configure and test the system.
- ♦ Provide Management a system presentation and issue a Certificate of Installation. Customer will be allowed 10 business days for System Testing and to report of any issues to DataVoice in writing, or the Certificate of Installation will be deemed accepted.
- ♦ Should an event occur that inhibits the Customer from performing System Testing during this time period, the Customer may submit a written request for an extension, which extension is subject to approval in DataVoice's sole discretion.
- ♦ DataVoice will correct valid issues identified by Customer, then allow customer 5 business days to verify corrections.
- ♦ The above process will repeat until all issues are resolved or the 5 day period has expired.
- ♦ DataVoice will then issue a Certificate of Completion and the final invoice.

7. RESPONSIBILITIES OF DATAVOICE INTERNATIONAL, INC

During the term of this agreement, DataVoice take commercially reasonable measures to:

- a. Under normal conditions, keep the DataVoice Software and covered hardware (if applicable) in good operating condition and shall provide maintenance when the

- covered hardware is inoperative and/or software fixes in a timely fashion.
- b. Software fixes will be provided in a timely fashion.
- c. Provide remote maintenance software for DataVoice System.
- d. Provide software for 24 hour system monitoring to detect material and relevant software and hardware issues
- e. Install, maintain and upgrade all third party software applications such as Post-GreSQL, Post GIS, Apache2, PHP, etc.
- f. Provide emergency technical support 24 hours a day.
- g. Install, configure and upgrade DataVoice supplied system software at DataVoice's discretion when patches or upgrades are available.
- h. Provide backup prior to any upgrade
- i. PCI Compliance Requirements: DataVoice's PCI compliance is limited to the communication between the caller and the credit card provider once the call has been transferred to the PCI IVR. If the call or any data is still resident on the utility's network, it is the responsibility of the utility to maintain the compliance for any hardware that is involved.

8. RESPONSIBILITIES OF CUSTOMER

At all times during the term of this agreement, Customer shall:

- a. *Customer will designate a project manager responsible for keeping the project on schedule and ensuring delivery of requirements as specified.*
- b. If applicable, Customer will maintain the room in which the DataVoice System is located in a clean and appropriate fashion which includes adequate air conditioning and lighting and adequate power outlets.
- c. Provide an Internet connection to each DataVoice System for remote maintenance software. Customer shall keep this connection activated at all times.
- d. Customer is responsible for all backups of programs and operating system.
- e. Customer responsible for monitoring the health of the PC (including but not limited to the monitoring of disk space, memory utilization, etc.)
- f. Customer will designate a responsible individual and one alternate as the Customer contact for IT service coordination.
- g. Customer will be responsible for notifying DataVoice of any password changes, upgrades, or IP address changes to any third party systems (if needed).
- h. Customer will provide a UPS system for the equipment.
- i. For non-hosted solutions, Customer will be responsible for running and maintaining anti-malware software on any server running DataVoice software.
- j. Customer will not permit real time scanning of network traffic on any servers hosting DataVoice software.

- k. Customer will not disclose to any third parties any confidential information provided by DataVoice unless agreed upon in writing by DataVoice. This includes, but is not limited to, DataVoice training guidance, software, hardware, and any other data or information provided by DataVoice during a demonstration of services to Customer and/or during the term of this agreement. This provision shall survive the expiration or termination of this agreement.
- l. For non-hosted solutions, Customer will not install any software without written DataVoice approval.
- m. Customer understands and acknowledges that failure to maintain up-to-date systems in reasonable compliance with DataVoice IT specifications may result in additional support and other charges on a time and material basis.
- n. For non-hosted solutions, Customer will not run any OS that has been deprecated by its vendor, and failure to do so may result in significant additional support and other charges on a time and material basis.

8.1 SECURITY RESPONSIBILITIES OF CUSTOMER

Customer agrees to comply:

- a. **Passwords.** Customer agrees to comply with all DataVoice's security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for Customer's internal use only and Customer may not sell, transfer or sub-license them to any other entity or person except that Customer may disclose its private key to its agents performing work on its behalf. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Customer agrees to notify DataVoice in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify DataVoice immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
- b. **Compliance with Laws.** Customer represents and warrants to DataVoice that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including but not limited to, those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

- c. **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as DataVoice's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to DataVoice's servers; and (iii) Data is encrypted. Some content or Data may be subject to governmental regulations or may require security measures beyond those specified by DataVoice. Customer will not input or provide such content or Data unless DataVoice has first agreed in writing to implement additional required security measures.
- d. DATAVOICE AND ITS SERVICE PROVIDERS DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. DATAVOICE AND ITS SERVICE PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND DATAVOICE SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CUSTOMER DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY SERVICE PROVIDER.

9. RESTRICTIONS ON USE

Customer agrees that:

- a. Customer may not give away, rent, lease or otherwise sell, re-sell, sub-license, distribute or transfer the rights granted under this Agreement except as expressly permitted by this Agreement without the prior written consent of DataVoice.
- b. Customer will not reverse engineer, de-compile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the DataVoice's Software or Services or any other software included, or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- c. Customer may not modify, translate, adapt, alter, or create derivative works of the Documentation or DataVoice Content; however, Customer may duplicate Documentation and content, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
- d. No third party, other than duly authorized agents or employees of Customer authorized herein, shall have access to or use of the Software.

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- e. Customer shall not copy, frame or mirror any part or content of the DataVoice Software and services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- f. Customer shall not access DataVoice Software or services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of DataVoice.

10. WARRANTY

DataVoice warrants the covered hardware against defective parts and workmanship for the date period determined on warranty options selection page. Upon notification of a defect, DataVoice shall have the option to repair or replace the defective part of the hardware (if covered), and such repair or replacement shall be Customer's sole and exclusive remedy. All replaced parts will become the property of DataVoice. All warranty parts shall be FOB Allen, Texas.

10.1 WARRANTY DISCLAIMER

- i. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSE, THE SOFTWARE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.
- ii. DATAVOICE, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT. DATAVOICE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, FREE OF HARMFUL COMPONENTS, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED AND THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.
- iii. WITHOUT LIMITING THE FOREGOING, DATAVOICE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY

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COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

- iv. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF DATAVOICE.

11. SUPPORT AND MAINTENANCE SERVICES

Definitions relevant to Support and Maintenance Services:

- i. **“Release”** means an Update and an Upgrade.
- ii. **“Update”** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).
- iii. **“Upgrade”** means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).
 - 1. DataVoice shall supply all Upgrades at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by DataVoice outside of the scope of those services provided by DataVoice including additional training not covered by any agreement(s) for the installation and implementation of the Upgrade that will be subject to the DataVoice’s then-prevailing policies, terms and fees related to pricing and hourly rates.
 - 2. For non-hosted solutions, when a Customer upgrades its OS, DataVoice will provide software Updates and Upgrades as part of its support and maintenance services. However, when Customer migrates from one OS to another, there may be additional license or other fees.

12. DEFAULT AND DELAY

If Customer breaches any provision of this Agreement, including, without limitation, its payment obligation, Customer shall in default hereunder, and all unpaid amounts shall at DataVoice's option, become immediately due and payable. Upon Customer's default, DataVoice shall have all the rights and

remedies of a secured party under the Uniform Commercial Code, and any other applicable laws. DataVoice shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder. Additionally, once the initial project schedule is delivered, it is anticipated that the project to be completed within that agreed-upon timeframe. Any additional delay not solely attributable to DataVoice will entitle DataVoice to issue a change order for project management fees to extend the project beyond its original scheduled delivery. Refunds by DataVoice will not be provided under any circumstances.

13. LIMITATIONS OF LIABILITY

The Customer and DataVoice recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of the DataVoice arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and DataVoice's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- i. BOTH PARTIES AGREE THAT THE DataVoice's LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO DataVoice BY CUSTOMER TO DataVoice DURING THE LAST TWELVE MONTHS OF THE THEN CURRENT TERM OF THIS AGREEMENT.**
- ii. IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT. (iii) UTILITY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS DATAVOICE FOR ANY END-USER CLAIMS ARISING FOR DAMAGES ARISING FROM NOTIFICATIONS SENT THROUGH DATAVOICE SOLUTIONS.**

14. FORCE MAJEURE

Performance by either party of any obligation required of it hereunder will be excused if prevented by Acts of God, or public enemy, lightning strike, commercial power outage, war, riot, embargo, fire, explosion, sabotage, flood, accident; or without limiting the foregoing, any circumstances of like or different character beyond its reasonable control; or interruption of, or delay in transportation, shortage of

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failure of supply of raw materials or finished merchandise; labor trouble from whatever cause arising or compliance with an order, direction or request from any government officer, department or agency.

15. MEDIATION

Except for termination by DataVoice for non-payment of fees due under this Agreement, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

16. SEVERABILITY

In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and DataVoice and Customer agrees to substitute for the invalid provision, a valid provision which must closely approximate the economic effect and intent of the invalid provision.

17. ASSIGNMENT

This Agreement may not be assigned by Customer without DataVoice's prior written consent. DataVoice and Customer hereby agree that there are no intended or incidental third party beneficiaries to this agreement. Customer shall provide 30 days written notice prior to Customer's dissolution, merger, or transfer in ownership.

18. ENTIRE AGREEMENT AND CHOICE OF LAW

This Agreement represents the entire agreement between DataVoice and Customer and supersedes any prior agreement negotiations between the parties. Both parties acknowledge they are not relying on any statements or representations (including pre- contractual presentations and product demon-

strations) made during the contractual negotiations other than those expressly set out in this document, and therefore they effectively waive their rights to rely subsequently on anything said before the formation of this contract. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes hereunder or related in any way to the subject matter of this agreement shall be a federal or state court or arbitration tribunal of competent jurisdiction in Collin County, Texas. This Agreement will not be interpreted for or against a party on account of drafting.

19. NO WAIVER

No modification of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of the parties. None of the provisions herein shall be deemed waived because of previous failure to insist upon strict performance thereof. DataVoice and Customer each represent that they have the power and authority to enter into this Agreement and that this agreement constitutes a valid and binding obligation of each party.

20. SOVEREIGN IMMUNITY

To the extent Customer is provided immunity from suit and/or liability, Customer expressly waives any such immunity protection at law or in equity.



Tupelo Water & Light Department Request for Qualifications Outage Management System (OMS)

Bid 2023-046WL

January 16, 2024

CONFIDENTIAL - DO NOT DISSEMINATE. This proposal contains confidential, trade-secret information and is shared only with the understanding that its contents or ideas will not be shared with third parties without the express written consent of Daupler, Inc.

Prepared for:

Traci Dillard
Tax Office

City of Tupelo Water & Light

71 East Troy Street
Tupelo, MS 38804

Prepared by:

Tinna Hung
Marketing/Sales Ops VP

Daupler, Inc.

8024 Conser St.
Overland Park, KS 66204

tinna@daupler.com

(913) 200-2344

“Daupler has changed the way we do business. Our supervisors easily manage on-call staff and dispatch people. Communication with our teams has improved a ton. Response times are better, customers are getting better service. Crews love the quick access to tools. We’re very happy, couldn’t ask for a better platform.”

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Statement of Interest

Daupler
8024 Conser St
Overland Park, KS 66204
1.888.201.5652

January 16, 2024

Tupelo Water & Light Department

Dear Ms. Dillard,

Daupler, Inc. ("Daupler") is pleased to present our response to your Request for Qualifications (Bid 2023-046WL) to support your evaluation of solutions for the supply and installation of an Outage Management System. Daupler currently helps more than 200 utilities and municipalities in the United States, Canada, and New Zealand accelerate service restoration and maintain communications with customers.

We look forward to discussing our capabilities to support your outage management and customer service processes. If you have any questions or desire additional information, please don't hesitate to contact me at 913-717-8787. Thank you for the opportunity to share information about our software and services.

Sincerely,



John P. Bertrand, PE
CEO, Daupler
john@daupler.com
913.717.8787

Company Experience & Qualifications

About Daupler

Established in 2017, Daupler is headquartered in Overland Park, KS. The diverse and cross-functional team behind Daupler has more than 100 years of combined experience in software development, utilities, and customer service. Our team shares a common passion for supporting the critical community services we rely on every day, along with a strong commitment to client success and satisfaction. Daupler continues to outperform customer expectations because we make it easier for staff to do their jobs of providing essential services to their communities.

Company Experience

Daupler provides services to more than 200 entities across the United States, Canada and New Zealand. Daupler supports organizations of all sizes, from small municipal utilities serving less than 500 customers to regional authorities providing several municipal services to over one million customers. We help our customers coordinate and document incident response and program compliance efforts while optimizing workflows and gathering accurate data and valuable operational insights.

Differentiators

- We specialize in providing easy-to-use solutions that accelerate service restoration and create transparency with customers.
- More than an OMS
- Founder expertise in utilities and technology
- Dedicated Account Manager and Implementation Specialist for every client
- 24/7 customer support
- Customizable, scalable solution that can be implemented quickly
- Robust systems integrations capabilities
- Support and maintenance services included at no additional cost



Daupler and Outage Management

Daupler's response management system, Daupler RMS, is more than an Outage Management System. We offer clients the ability to:

Find the Fault Faster

Daupler RMS combines customer call data with SCADA or other system data available to help crews identify the source of the outage. It can even use photos submitted by customers that often provide valuable on-scene details that can reduce restoration times.

Prioritize Response

Daupler RMS consolidates duplicate requests and sorts through incoming data in seconds to identify the most impacted areas, or high priority areas such as health campuses. It can also use customer uploaded photos and notes to prioritize response if any customers are in particularly dire circumstances.

Coordinate Crews

Daupler RMS equips crews with better information that helps direct where to go and what equipment to bring. If outside crews or contractors are helping to restore service, they can be added to the system and share the same information. It can also automate roster callouts.

Engage Customers

With Daupler's solutions, including IVR services, customers that call in during an outage will be greeted with a message acknowledging the outage and offering a text link they can use to track the status and submit additional details. Over 90% of callers opt for the text link and do not need to talk to a live representative.

Manage Calls

Daupler's call center teams can handle overflow calls to ensure callers aren't kept on hold.

Notify Customers

Keep customers informed and reduce call volumes with proactive notification during emergencies or planned service interruptions.

Centralize Data

Integrate Daupler RMS with GIS, SCADA, CIS, and other systems to consolidate outage data for faster restoration and accurate reporting.



Project Understanding and Approach

Tupelo Water & Light (TW&L) requires an outage management system compatible with its existing systems, including implementation, maintenance, and training services.

Daupler's proposes its response management system, Daupler RMS, which offers key OMS functionality plus additional benefits, along with Daupler's implementation and support services. Call Answering to handle spillover calls is optional.

Inputs and Triage:

- An interface for internal and external stakeholders to report, document, and triage outage information
- Combines inputs from customers and system data to better pinpoint outage sources and provide outage details
- Rapidly analyzes information to prioritize response efforts
- Incorporates photos from customers to provide valuable on-scene details that help crews prepare

Dispatch

- Easy-to-use dispatch tools
- Ability for crew members to contact customers without revealing their phone numbers
- Roster callout via the touch of a button
- Easy documentation by responding staff
- Add contractors and out-of-town volunteers with appropriate permissions for faster coordination

Customer Engagement

- Outage maps and reports for customers to track outage status
- An IVR to greet additional callers with an option to receive a link through which they can track status and add details and photos
- Optional notification services to proactively notify impacted customers

Reporting

- Access to detailed documentation, searchable outage reports, daily reports, and analytics that can be shared with key stakeholders
- User-specific response performance

Implementation and support including a dedicated account manager, integration and implementation services, and maintenance.



Project Understanding & Approach, Continued

Daupler has helped dozens of electric utilities restore service faster and improve customer service during outages. We combine our system and utility expertise with your knowledge of your crews, processes, and customers to implement the solution that makes the most impact on your services.


These are two projects with examples of unique use cases using response management for outage response.

Project Examples

Martinsville, VA

Martinsville, VA uses Daupler's response management system to identify issues faster and maintain high levels of customer service. Daupler RMS groups incidents to show where outages are happening and to coordinate response, so crews are getting contacted for every incident. Crews can see photos that help show exactly where to look for root causes, and what equipment to bring.

Sample photo submitted by a customer during an outage



4:43 PM · 07/23/23 · Anonymous

Tree fell on power line on Third Street

Log


04:42 PM · 07/23/23 · Daupler

This incident was automatically generated by a caller interacting with the event IVR to subscribe to event details.

Information

This incident is a part of an event

Power outage Closed



Event Subscription

Martinsville, VA - Electric Department · 7/23/23 · 4:42 PM

Details

- An anonymous call during an event.

Who's on call?

Leave a note...

Martinsville also uses Daupler's solutions for its water and sewer departments, managing service restoration for all utilities in one system.


Project Understanding & Approach, Continued

Quincy, FL

Like Martinsville, VA, Quincy also uses Daupler’s response management system to accelerate response to outages and keep customers informed. Daupler’s platform triages incoming data to help them focus response efforts. The engagement platform keeps customers updated as the utility restores service. It also allows customers to provide updates as the situation evolves, such as in the scenario below in which the customer was notified service was restored, and updated the utility to inform them they still didn’t have service.

Contact provided an address update
SEE UPDATE

Team
Electrical Service Tech
Leader

Direct Information

8:53 AM · 01/10/24 · Natt Coucia
Unit affected is a hangar at the airport. Please call for additional details.

Information
Electric/No Power
City of Quincy, FL · 1/10/24 · 8:50 AM
Details
The caller reported a power outage that was previously reported and marked as resolved, but the power has not been restored yet.
Who's on call?
Unverified: Meter #1NS3F305335293
Leave a note...
UPLOAD A FILE
ADD NOTE

123 Airport Way, Quincy, FL
The contact provided a location update

Project Team & Résumés

Daupler's project team will ensure you are set up for success during and after implementation. You will have the full force of Daupler behind you as you launch and use the platform. Key project team members include the following (full résumés available on the following pages):



Chad Feather, Vice President

chad@daupler.com | (816) 896-1163

Chad is responsible for creating the processes and tools that ensure success for Daupler clients, from implementation through post-launch and beyond. He will ensure your implementation goes well, all your questions are answered, training has been conducted satisfactorily, and you get the most out of your Daupler software. Chad has participated in the implementation of the majority of Daupler's clients.



Paul Browning, Software Engineering

paul.browning@daupler.com | (888) 201-5652

Paul oversees any software configurations or integrations that need to be made as part of your implementation. Paul has worked with government and utility organizations for seven years, and in software engineering for 16 years.



Wyatt Darnell, Project Manager

wyatt@daupler.com | (913) 706-1315

Wyatt is responsible for kicking off your implementation process and ensuring it proceeds according to plan. Wyatt has been involved in client implementations at Daupler for the last three years.



Brad New, Customer Support Director

brad@daupler.com | (816) 714-8428

Brad is your main point of contact post-implementation. He manages our customer support team, ensuring prompt and effective resolution of issues while maintaining high levels of customer satisfaction.

Chad Douglas Feather

2736 Holmes St. • Kansas City, Missouri 64109
 Phone: (816) 896-1163 • E-Mail: cfeather11@gmail.com
www.linkedin.com/in/chadfeather1

Experience

- | | |
|--|-------------------------------------|
| VP of Client Success, Daupler | November 2022 – Present |
| Director of Operations, Daupler | October 2020 – November 2022 |
| <ul style="list-style-type: none"> Establish operating procedures for the Implementation, Support, and Account Management teams | |
| Associate, KCRise Fund | June 2018 – October 2020 |
| <ul style="list-style-type: none"> Help build the pipeline of potential deal flow for the fund Developed relationships with partnering venture capital firms, portfolio companies, and investors Support the brand building efforts of KCRise | |
| Fellow, Venture for America | June 2018 – Present |
| <ul style="list-style-type: none"> Supporting entrepreneurship growth in developing startup ecosystems, with a focus on Kansas City | |
| Business Insights, Pinsight Media | May 2017 – June 2018 |
| <ul style="list-style-type: none"> Co-led a 400-store system wide segmentation project for a large value retailer Analyze data to create storylines and personas, identifying best customers Provide support for sales team, implementing lead generation campaign that reached 11 unique industry verticals, encompassing over 8,000 leads | |
| Founder, Premier Sales, Kearney, MO | 2009-2017 |
| <ul style="list-style-type: none"> Buying and reselling damaged and overstock merchandise Utilize strong analytical skills by managing company finances and inventory systems increasing yearly revenues by \$24,000 Manage company operations by purchasing inventory and shipping customer orders; ultimately increasing inventory from \$100 to \$50,000 | |

Leadership

- | | |
|---|--------------------|
| <ul style="list-style-type: none"> UMKC Enactus: (www.enactus.org) <ul style="list-style-type: none"> President (2016 – 2017) <ul style="list-style-type: none"> Led a team of 80 members utilizing social entrepreneurship to solve needs in the community, ultimately impacting over 22,000 lives. Assisted with the implementation of user centered design. Project Leader: Kansas City Economic Development Project | 2014 - 2017 |
| Enactus USA National Student Advisory Committee | 2015 - 2016 |
| Enactus USA National Student Advisory Committee | 2016-2017 |
| Henry W. Bloch School of Management Dean's Student Advisory Committee | 2015-2017 |

Education & Awards

- | | |
|---|-----------------------------|
| University of Missouri – Kansas City; Kansas City, Missouri | December 2017 |
| Bachelor of Business Administration; Emphasis in Marketing and Entrepreneurship | 3.97 GPA |
| UMKC Student Entrepreneur of the Year | November 2017 |
| PMD Pro – Project Management Certification | April 2017 – Present |

An experienced web developer and software engineering manager with a strong passion for design, user experience, accessibility, and project management.

EXPERIENCE

Daupler

Principal Software Engineer 2020 – Present

Leading a team of engineers to migrate, decouple, and expand the features of a rapidly growing response management platform to meet customer needs and decrease time-to-value for customers.

Working directly on decoupling the frontend code for the platform to refresh the user experience and visual style as well as enabling granular deployments.

Managing distributed infrastructure to run the platform on AWS.

TreviPay

Principal Software Engineer 2020 – Present

Led efforts to modularize invoicing functionality within the growing credit-as-a-service product in order to increase speed of development.

Worked with product managers and engineering leadership to plan technology objectives and projects to sustain and increase the pace of product development.

PayIt

Principal Software Engineer, Director of Product, Lead Frontend Developer 2016 – 2020 Collaborated with stakeholders and managed 6 cross-functional teams to develop and maintain PayIt's cloud-native digital government and payment platform.

Worked with all internal organizations to improve products in the market, develop product roadmaps, and inform product strategy.

Designed, developed and maintained a dynamic, component-based, multi-tenant frontend architecture to deliver web and native app payment solutions for government.

Cactus Software

UI/UX Designer, Frontend Developer 2014 – 2016

Worked with external design and UX resources to modernize current software offerings. Lead UI development for a team of six developers while migrating legacy applications to single-page applications.

Developed and maintained a shared CSS library to unify application UI across product offerings.

Browning Co.

Web Designer, Co-Product Designer 2014 – 2017

Designed, developed, and maintained all web presence.

IRIS Strategic Marketing Support

Graphic Designer, UX/UI Designer 2012 – 2014

Performed UX research and implemented UI for proprietary marketing software utilizing HTML, CSS, Javascript and C# in an .net MVC4 environment.

Managed variable-data printing templates for all clients.

Produced design and marketing assets to assist with sales and branding efforts.

TMNG Global

Database Manager, Admin 2007 - 2012

Designed, architected, and implemented a custom database solution with data entry and data query UIs utilizing MSSQL and Microsoft Visual Basic.

Maintained database structure and UI features in production.

EDUCATION

University of Kansas- Lawrence, KS 2001 – 2006

Bradley New



brad@daupler.com



(816) 714-8428



[linkedin.com/in/bradanew](https://www.linkedin.com/in/bradanew)

Experience

Daupler (January 2018-Present)

Director of Customer Support

Responsible for helping clients maximize the value of their Daupler RMS system, fielding requests, and coordinating client-driven feature requests with the product team.

Senior Client Success Specialist

Served as the main point of contact for all Daupler clients; assisted with administration questions, troubleshooting, training, and new feature implementation.

DST Systems (January 2014-July 2018)

Senior Client Relations Specialist

Responsible for conversion of a high-profile client to DST software and support of the client post-conversion.

Client Relations Specialist

- Served as a business liaison for DST Systems, Inc. and their clients, ensuring their operational needs and issues were managed at the highest level of satisfaction.
- Daily tasks required to anticipate, identify, and analyze customer needs and recommend the best solutions through existing development and/or products.
- Participated in projects for the client to ensure successful conversions/implementations.

REIT Quality Checker Representative

- Evaluated, verified, and processed service requests from shareholders, institutions, broker/dealer operations, or various REIT clients.
- Served as a Quality Checker and trained new associates on quality processes.

Education



University of Missouri-Kansas City

B.A., Urban Studies

2008 - 2013

WYATT DARNELL

OBJECTIVE

Goal-driven young professional eager to build companies and make new connections. Focused on using business as a tool for positive change and personal growth.

EXPERIENCE

Daupler – Kansas City, Missouri | 2020 – Present

Implementation Specialist / 2022 - Present

- Onboard and assist new customers in transitioning to Daupler software.
- Process building for software implementations, including bridging sales and customer success teams into implementation cycle.
- Configure Daupler software to unique use cases using YAML to write configuration files.

Data & Analytics Intern / 2020-2022

- Supplemented sales team with upwards of 8,000 leads.
- Assisted in building ML Classifier by using Python/BS4 to webscrape large, specified data sets.
- Consolidated account information for more than 14,000 clients. (Salesforce & Microsoft Excel)

Mizzou Admissions – Columbia, MO | 2019-2021

Student Representative

- Serve as a resource for hundreds of prospective students learning about the University of Missouri.

EDUCATION

BSBA | Grad. 2022 | Mizzou

- Majors: Finance & Banking
- Merits: MLGH recipient, Curator's Scholar, Buffet Eisen Entrepreneurial Scholarship
- 3.7/4.0 GPA

References & Additional Work, Education, & Volunteer experience available upon request

Certifications & Skills

- Coursera: Project Management
- Microsoft Suite
- Google Suite
- Salesforce
- Confluence



wytdarn@gmail.com



573.514.5415

VOLUNTEER

Delta Sigma Pi | 2019-2022

Active

- Developing skills through semesterly events in community service, fundraising, brotherhood & professional development

Defense Against Diabetes | 2019-2020

Partnership Liaison

- Assisting the organization with programming, partnership and marketing needs as a service-learning student

Tiger's Lair | 2018-2022

Sponsorship Chair

- Engage in Partnership sales with local businesses in differing amounts, up to \$25,000

Implementation Plan

Daupler recognizes implementation is a critical step in the successful adoption of our software. We take a client-first approach to understanding needs and configuring or modifying workflows based on each organization's business rules. We do not use a third-party for any software implementation services, and a dedicated Daupler Implementation Specialist works closely with each client to ensure a smooth implementation process.

Level of Effort Required from Staff

Staff will be asked to attend 3-4 meetings and provide inputs such as incident types and response procedures, on call schedules, shapefiles of service region, and user lists. We can also set up groups and users upon request.

The following outlines our preliminary timeline for configuration and implementation of the Daupler platform.

Activity	Timeline
KICK OFF MEETING	Week 1
CONFIGURATION MEETING	Week 2
CONFIGURATION COMPLETE	Week 10
TRAINING AND GO LIVE	Week 12

Implementation Schedule Example

Kick Off Meeting	<ul style="list-style-type: none"> • Duration: 30 minutes • Topics of Discussion: Timeline, scope, and deliverables • Staff Present: Current call takers, on call supervisors, administrative assistants who help with scheduling, department heads, IT, etc.
Configuration 1	<ul style="list-style-type: none"> • Timeline: 1 – 30 days after Kick Off Meeting • Duration: 1 hour • Topic of Discussion: Current outage response process, where we can create efficiencies, and any special interface configurations required • Staff Present: On Call Supervisors, Administrative Assistants, Department Heads
Integration	<ul style="list-style-type: none"> • Timeline: After Configuration 1 Meeting • Duration: 30 minutes • Topic of Discussion: Integrations, how to obtain APIs, credentials, and documentation • Staff Present: IT, Representatives from systems Daupler is integrating with
Configuration 2	<ul style="list-style-type: none"> • Timeline: 2 – 30 Days after Configuration 1 • Duration: 30 minutes • Topics of Discussion: Review implementation details and structure, get any clarifying information • Team Members Present: On Call Supervisors, Administrative Assistants, Department Heads, IT
Individual Crew Trainings	<ul style="list-style-type: none"> • Timeline: When ready • 1 hour per department • 1.5-hour manager training • Staff Present: Anyone who will use or interact with the software (Crews, managers, administrators, etc.)
Go Live Training	<ul style="list-style-type: none"> • 14 days after Product Review • Duration: Varies



Integrations and System Compatibility

Daupler can be easily integrated with our client's current and future enterprise system landscape. Daupler is built using RESTful services, but our integration system is flexible and works with Multispeak and all types of APIs. We do not use a third-party integration solution provider, and our knowledgeable staff will provide clear information requests to collect the inputs for a seamless integration process.

Data Migration and Integration Services

- Provided as needed to migrate information from existing databases
- Integration services to enable communication between Daupler and existing customer service and CMMS or work order management systems
- Daupler will work closely with clients through integration process

Daupler can integrate with the stated systems: Aclara, ESRI Online, Survalent, and CSA-CIS Billing Systems. We are also compatible with all standard office and enterprise systems and browsers.



Support and Maintenance

Daupler Support and Maintenance keeps users up-to-date with our services without adding to their bill. We offer 24-hour help desk support, help guides and tutorials, less than 24-hour response times, and staff that are dedicated to your Daupler solution.

Essential support and maintenance components are outlined below:

Software Upgrades	<ul style="list-style-type: none">• Real-time updates to Daupler software services• Automatic upgrades to new Daupler tools
Help Desk with Unlimited Access	<ul style="list-style-type: none">• Online help desk offering 24/7 submission and support tracking• Call center with dedicated support specialists• Email support 24/7 at support@daupler.com
Training Seminars	<ul style="list-style-type: none">• Provided at integration• Annual web-based group training includes coverage of all new Daupler features• One-on-one training available as needed

References

City of Martinsville, VA

Durwin Joyce, Electric Director

(276) 403-5000 | djoyce@ci.martinsville.va.us

Length of Service: 1.5 years, current customer

Services provided: response and outage management, call answering

City of Quincy, FL

Richard Ash, Utilities Director

(850) 618-0040

Length of Service: 1 year, current customer

Services provided: response and outage management, call answering

City of Middletown, DE

Wayne Kersey, Public Works Director

(302) 378-2211

Length of Service: 2 years, current customer

Services Provided: response and outage management, call answering



Financial Statement - omitted

Daupler does not provide financial statements and understands this will impact the response score.

Cost Summary - Base System

Detailed pricing for the proposed outage management system is provided in the table below. All pricing quoted herein is valid for 90 days from the date of this proposal.

Item	Fee
Base System Daupler subscription fee, paid annually	\$29,950
Daupler AI Daupler's proprietary technology that helps route incidents correctly, plus the web tools to work and track incidents	Included
Outage Detection Technology that recognizes related incidents and coordinates associated documentation, response, and customer communications	Included
Daupler Engage Engagement tools for customers to review incident progress and upload photos and notes.	Included
Daupler Answering Call answering and dispatch services to handle spillover calls. Pricing available on request.	Available
Daupler Callout Callout tools, including team administration, escalation trees, and automated roster callout	Available
Daupler Notify Mass notification tools for efficient and accurate communications with customers	\$5,000
Daupler Analytics Performance and infrastructure data insights related to incidents	Included
Integrations Further discussion required for accurate pricing	Available
Configuration and Maintenance Services Includes 40 hours with dedicated Daupler software developer and training services including one (1) day on-site training, go-live support, and post go-live support. (This is a one-time fee.)	Waived
Maintenance and Support Ongoing maintenance and technical support with a 24-hour response SLA	Waived

Cost Summary - Base + IVR

Detailed pricing for the proposed outage management system with an IVR is provided in the table below. All pricing quoted herein is valid for 90 days from the date of this proposal.

Item	Fee
Base System Daupler subscription fee, paid annually	\$29,950
Daupler AI Daupler's proprietary technology that helps route incidents correctly, plus the web tools to work and track incidents	Included
Outage Detection Technology that recognizes related incidents and coordinates associated documentation, response, and customer communications	Included
Daupler Engage Engagement tools for customers to review incident progress and upload photos and notes.	Included
IVR + Daupler Answering IVR and Call Answering	\$15,000
Daupler Callout Callout tools, including team administration, escalation trees, and automated roster callout	Available
Daupler Notify Mass notification tools for efficient and accurate communications with customers	\$5,000
Daupler Analytics Performance and infrastructure data insights related to incidents	Included
Integrations Further discussion required for accurate pricing	Available
Configuration and Maintenance Services Includes 40 hours with dedicated Daupler software developer and training services including one (1) day on-site training, go-live support, and post go-live support. (This is a one-time fee.)	Waived
Maintenance and Support Ongoing maintenance and technical support with a 24-hour response SLA	Waived



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE March 14, 2024

SUBJECT: IN THE MATTER OF AN EMERGENCY PURCHASE OF THREE (3) SUBMERSIBLE SOLIDS HANDLING PUMPS **JT**

Request:

I respectfully request your approval of an emergency purchase for the following:

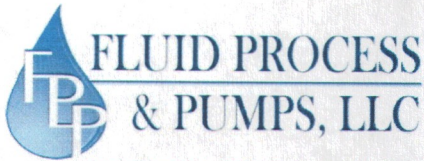
- Three (3) Submersible Solids Handling Pumps – On March 13, 2024, Fluid Process & Pumps, LLC submitted the lowest quote for these three pumps at \$40,328.00 each, for a total of \$120,984.00 with a lead time of 14-16 weeks.

Note: A second and third quote were received from:

Cooper Electric	\$42,583.25 each	Lead time of 16-20 weeks
Gulf Coast Pump	\$44,000.00 each	Lead time of 4-5 months

This emergency purchase is requested due to only one (1) pump working in the four (4) pump sanitary sewer lift station that serves Haven Acres Subdivision and Toyota.

Please let me know if you have any questions.



318 LEGGETT DR., RICHLAND, MS 39218
(601) 664-0233 FAX (601) 664-0144

QUOTATIONDATE: 3/13/24

TO CITY OF TUPELO	FPP QUOTE#: <u>7031A</u>
ATTN: MR. RONNIE FAYE	JOB NAME: <u>HAVEN ACRES</u>
FAX #	LOCATION: <u>TUPELO, MS</u>

YOUR INQUIRY	SHIPPING DATE	TERMS	F.O.B.
VBL		NET 30	FACTORY

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	THANK YOU FOR THE OPPORTUNITY TO QUOTE AS FOLLOWS:		
1	KSB MODEL KRT K200-403/804XNG-P SUBMERSIBLE SOLIDS HANDLING PUMPS, 107 HP, 3/460V, 65' POWER/SENSOR CORD, 8" FLANGE DRILLED TO STANDARD 8" ANSI BOLT PATTERN.		
	NET PRICE EACH, FOB FACTORY, FREIGHT ALLOWED:	49,137.00	49,137.00
	NET PRICE EACH IF (3) ARE ORDERED, FREIGHT ALLOWED:	40,328.00	120,984.00
	NET PRICE EACH IF (4) ARE ORDERED, FREIGHT ALLOWED:	36,645.00	146,580.00
	LEAD TIME: 14-16 WEEKS		
	Prices do not include any applicable taxes.		

Prices are firm for a period of 30 days after date of this quotation unless otherwise stated herein. After this time the prices are subject to increase without notice.

By: WES WRAY

quotlpg



Quote

Contact

Customer Number

C30027

Quote Date

3/11/2024

Quote Number

SQ4428

Quote To:

City Of Tupelo

Ship To:

City Of Tupelo

FOB

Ship Via

Best Way

Terms

Due on Receipt

Quoted By

Matt Cooper

Customer RFQ

Customer PO

Product ID	Qty	Description	Sales Price	Total
28271F000	3	8SMP1000M4-43-35, 100HP 460V 3PH 129FLA 14" IMPELLER	42,593.25	127,779.75

Haven Acres
16-20 Week Lead Time
Price is for 3 Total

*Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
A Restocking Fee May Apply On Returned Items.
Due to extraordinary market conditions, pricing is subject to change
without notice.*

Subtotal:	127,779.75
Freight:	0.00
Other:	0.00
0.0000 % Sales Tax 1:	0.00
0.0000 % Sales Tax 2:	0.00
Total:	127,779.75

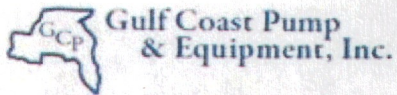
Thank You!

Steve Green

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):



REMIT TO: P.O. Box 8529
 Mobile, AL 36689-0529
 1271 Schillinger Road
 Mobile, AL 36608

Name/Address

Cash Sales Miss
 CITY OF TUPELO

Dan Smith

Estimate

Date	Estimate No.
3/8/2024	7067

Job Name	Rep	Associate
	MS	JLH

Item	Description	U/M	Qty	Rate	Total
non stock part-quote only	28271F000, 8SMP1000M4-43-35, 100HP 460V 3PH 129FLA 14" IMPELLER		3	44,000.00	132,000.00
	THESE PUMPS WILL HAVE AN ESTIMATED 4-5 MONTH LEAD TIME AND WILL HAVE AN ESTIMATED FREIGHT TO SHIP IN FROM THE FACTORY COST OF \$275EA				
			Total	\$132,000.00	

Phone #	Fax #
2516455006	2516455038

Estimates good for 15 days.
 Frieght charges are only an estimate, additional charges may apply.
 It is the responsibility of the purchaser to confirm voltage and phase before final
 purchase.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE March 14, 2024

SUBJECT: IN THE MATTER OF THE APPROVAL OF A CONTRACT WITH CENTURY CONSTRUCTION GROUP, INC. FOR THE PROVISION OF DEBRIS REMOVAL SERVICES IN ACCORDANCE WITH RFP 23-055PW AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL **SR**

The City of Tupelo advertised a Request for Proposals seeking to procure a 12-month pre-contract for debris removal services. After having received the proposals, each were evaluated by a scoring committee, and Century Construction Group, Inc, was determined to be the most responsible offeror, and was awarded a contract for these services.

Request: Attached is a 12-month contract between the City of Tupelo and Century Construction Group, Inc. for debris removal services. Upon approval of such contract by the City Council, this contract will be sent to Century Construction for review and execution. Upon final execution by each party, this contract will return to the City Council for final ratification.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE March 14, 2024

SUBJECT: IN THE MATTER OF THE APPROVAL OF AN ALTERNATE CONTRACT WITH ASHBRIITT INC. FOR THE PROVISION OF DEBRIS REMOVAL SERVICES IN ACCORDANCE WITH RFP 23-055PW AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL **SR**

The City of Tupelo advertised a Request for Proposals seeking to procure a 12-month pre-contract for debris removal services. After having received the proposals, each were evaluated by a scoring committee, and AshBritt, Inc., was determined to be among the most responsible offerors, and was awarded an alternate contract for these services.

Request: Attached is a 12-month alternate contract between the City of Tupelo and Ashbritt Inc. for debris removal services. Upon approval of such contract by the City Council, this contract will be sent to Ashbritt for review and execution. Upon final execution by each party, this contract will return to the City Council for final ratification. Ashbritt will only be utilized for these services in the event that a severe weather disaster requires the activation of more than one debris removal firm, or in the event that Century Construction is either unable or unwilling to perform under its contract.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE March 14, 2024

SUBJECT: IN THE MATTER OF THE APPROVAL OF A CONTRACT WITH DEBRIS TECH FOR THE PROVISION OF DEBRIS MONITORING SERVICES IN ACCORDANCE WITH RFP 23-056PW AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL **SR**

The City of Tupelo advertised a Request for Proposals seeking to procure a 12-month pre-contract for debris monitoring services. After having received the proposals, each were evaluated by a scoring committee, and DebrisTech was determined to be the most responsible offeror, and was awarded a contract for these services.

Request: Attached is a 12-month contract between the City of Tupelo and DebrisTech for debris monitoring services. Upon approval of such contract by the City Council, this contract will be sent to DebrisTech for review and execution. Upon final execution by each party, this contract will return to the City Council for final ratification.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Logan, Ben

DATE March 14, 2024

SUBJECT: IN THE MATTER OF DECLARING AS SURPLUS REAL PROPERTY
LOCATED AT 418 SOUTH SPRING STREET (GRAVLEE BUILDING)

Request:

The building located at 218 South Spring Street was purchased by the city on August 13, 2020. At that time, the city intended the property to be sold and redeveloped along with other nearby properties that had also been purchased. After ongoing attempts to market the building and/or lot, the city has identified the primary impediment to sale and redevelopment has been the prohibitive cost to a prospective developer to rehabilitate the building. The passage of 3 1/2 years has only served to contribute to the structure's deterioration. In the case of either sale or demolition of the building, asbestos testing has been conducted, and abatement will be needed.

This building has ceased to be used for municipal purposes, and the city desires to demolish the building and sell the remaining lot. It is believed the lot will be more marketable, and its sale will lead to the original goal of redeveloping this area. This request is to declare the building no longer needed for municipal purposes, conduct the necessary asbestos abatement necessary to demolish and demolish same.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE November 2, 2023

SUBJECT: IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS
(TABLED AT NOVEMBER 7, 2023 MEETING)TN

Request:

For discussion, review and approval.